

**LIBER**

**514**

0-2

4/178

268282 BOOK 514 PAGE 1

To Be Recorded In The Land  
And In The Chattel Records  
Of Anne Arundel County,  
Maryland And Among The  
Financing Statement Records  
Of The Department of  
Assessments And Taxation.

Subject To Recording Tax On  
Principal Amount Of \$2,900,000.00  
Which Was Paid To The Clerk Of  
The Circuit Court Of Anne Arundel  
County Upon The Filing Of A Deed  
Of Trust.

**FINANCING STATEMENT**  
(Maryland - U.C.C.-1)

- 1. **DEBTOR:** **ELMHURST RIDGE JOINT VENTURE**  
P.O. Box 890  
Millersville, Maryland 21108
  
- 2. **SECURED PARTY:** **BALTIMORE FEDERAL FINANCIAL,**  
**F.S.A.**  
300 East Lombard Street  
Baltimore, Maryland 21202  
  
Attention: Commercial Lending  
Division
  
- 3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:
  - a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

RECORD FEE 21.00  
SEARCH FEE .50  
JUN 26 1978  
CK PK



- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
- d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
- e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.
- f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

- g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
  - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.
  - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto and consisting of 1 page, being the same property described in a Deed of Trust of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

**DEBTOR:**

ELMHURST RIDGE JOINT VENTURE,  
A Maryland Joint Venture

By: Arlington Homes, Inc.,  
A Maryland Corporation



By: Nancy F. Kreller (SEAL)  
Nancy F. Kreller,  
President

Date: June 24, 1987

BOOK 514 PAGE 016

By: Kendall Enterprises, Inc.,  
A Maryland Corporation

*1511 Chaly*  
By: *[Signature]* (SEAL)  
Raymond O. Blummer,  
President

Date: June *24*, 1987

TO FILING OFFICER: After this Statement has been recorded,  
please return to:

~~Patrick Ash, Legal Assistant  
Gebhardt & Smith  
Ninth Floor  
The World Trade Center  
Baltimore, Maryland 21202  
File No.: (DRN) BB5040052~~

THE SENTINEL TITLE CORPORATION  
400 E. PRATT ST., SUITE 606  
BALTIMORE, MARYLAND 21202  
547-1111

*File Commercial*

EXHIBIT "A"

BOOK 514 PAGE 05

BEGINNING in the center of Quarterfield Road, a county road leading from Glen Burnie to Odenton, and running thence in the center of said road, as corrected for magnetic meridian of April 1948, North 58° 56' East 135.25 feet to a galvanized nail set in the center of said road, thence leaving said road and bounding on the outlines of said whole parcel, North 31° 04' West 604.21 feet to an iron pipe; North 87° 53' West 1378.50 feet to a bounding stone; thence South 8° 30' East 400 feet to an iron pipe set on the southerly side of Elm Road, a 30 feet wide county road leading to Elmhurst; thence leaving said outline and binding on the southerly side of said Elm Road South 80° East 1479 feet to a spike set in the edge of Quarterfield Road, and at the end of the fifth line of said whole parcel of ground; thence binding on the sixth line thereof North 76° 36' East 59.50 feet to the beginning.

SAVING AND EXCEPTING, therefrom, however, (1) all that property which lies in the bed of the road conveyed by Deed dated March 22, 1923, from Martha Galli and husband, recorded among the Land Records of Anne Arundel County in Liber WNW 82, folio 30 and (2) all that property conveyed by Deed dated December 3, 1953 from Harry T. Owens and Laura V. Owens, his wife, to The Chesapeake and Potomac Telephone Company of Baltimore City, recorded among the Land Records of Anne Arundel County in Liber JHH 803, folio 87, the resulting area in this parcel being 15.8746 acres, more or less.

Including that Property known and designated As Lots 1 through 22 inclusive as shown on the Plat of Elmhurst Ridge recorded among the Land Records of Anne Arundel County in Plat Book 104, folio 27.

BEING the same property which by Deed dated March 17, 1987, and recorded among the Land Records of Anne Arundel County in Liber 4327, folio 649, was conveyed from The Elmhurst Corporation to Kendall Enterprises, Inc.

STATE OF MARYLAND

Anne Arundel County

9157A

BOOK 514 PAGE 06

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ~~XXXXXX~~ 238719

RECORDED IN LIBER <sup>439</sup>~~XXXX~~ FOLIO <sup>397</sup>~~XXXX~~ ON July 8 1981 (DATE)

1. DEBTOR

Name RITEL JOINT VENTURERS  
Suite 1100, One North Charles Street  
Address Baltimore, Maryland 21201

2. SECURED PARTY

Name BALTIMORE FEDERAL SAVINGS & LOAN ASSOCIATION  
Fayette and St. Paul Streets  
Address Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>ASSIGNEE: THE FIRST NATIONAL BANK OF MARYLAND 110 South Paca Street Baltimore, Maryland 21201 BANC #109-900</p> <p>For description of collateral being assigned see copy of original financing statement attached hereto as Exhibit A and made a part hereof.</p>	

Dated May 26, 1987

BALTIMORE FEDERAL SAVINGS & LOAN ASSOCIATION

By M. Louise Schultz  
(Signature of Secured Party)

M. Louise Schultz, Vice President  
Type or Print Above Name on Above Line

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FINANCING STATEMENT

7.8

TO BE FILED IN THE FINANCING STATEMENT  
RECORDS OF THE CIRCUIT COURT FOR ANNE  
ARUNDEL COUNTY

NOT SUBJECT TO  
RECORDATION TAX

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR: RITEL JOINT VENTURERS  
12th Floor - Fidelity Building  
Charles & Lexington Streets  
Baltimore, Maryland 21202
2. NAME AND ADDRESS OF SECURED PARTY: ANNE ARUNDEL COUNTY, MARYLAND  
Arundel Center  
Northwest and Calvert Streets  
Annapolis, Maryland 21401  
Attn.: Robert R. Strott,  
Director of Administration
3. NAME AND ADDRESS OF ASSIGNEE: BALTIMORE FEDERAL SAVINGS & LOAN  
ASSOCIATION  
Fayette and St. Paul Streets  
Baltimore, Maryland 21202
4. This Financing Statement covers the following types (or items) of property:

(a) The interest of the Debtor in all building materials and fixtures, (collectively, the "Equipment Collateral") (but not including trade fixtures or other personal property owned by any tenants occupying all or any portion of the Real Property, as defined below, unless such trade fixtures or other personal property have been abandoned by any such tenants) now or hereafter located or contained in or upon or attached to, the real property located in Anne Arundel County, Maryland, and more particularly described in Exhibit A attached hereto and made a part hereof, and the improvements thereon (such real property and improvements being herein referred to as the "Real Property"), or any part thereof, and used or useable in connection with any

present or future use or operations of the Real Property, or any part thereof, whether now owned or hereafter acquired by the Secured Party, the Debtor or others, together with all alterations, additions, accessions, and improvements thereto, substitutions therefor and renewals and replacements thereof; and, together with all proceeds thereof, including the proceeds of any and all insurance policies in connection therewith. The Real Property is also described in a certain Deed of Trust dated June 26, 1981, between the Debtor and Edwin M. Hurd and David C. McElroy, trustees (the "Deed of Trust"). The Equipment Collateral and the Real Property, collectively, are hereinafter referred to as the "Property".

(b) The interest of the Debtor in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Property or any part thereof under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Property or any part thereof.

(c) The interest of the Debtor in any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Property or any portion thereof.

(d) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, income and other benefits of the Property, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto, and all right, title and interest of the Debtor in and to, and remedies under, any and all leases and subleases of the Property or any part thereof, both now in existence or hereafter entered into, and all of the contract rights, accounts receivable and general intangibles growing out of or in connection with such leases and subleases, together

with all proceeds thereof; and including, without limitation, all cash or securities deposited thereunder to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

(e) The interest of the Debtor in the Project Fund created under the Assignment (referred to below).

5. Proceeds and products of the collateral are also covered.

6. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party (or for the benefit of the Secured Party) under and pursuant to the Deed of Trust and under and pursuant to the Loan Agreement dated as of June 26, 1981, between the Secured Party and the Debtor (the "Loan Agreement") as security for a loan made by the Secured Party to the Debtor under and pursuant to the Loan Agreement. Such security interest has been assigned by the Secured Party to the Assignee under and pursuant to an Assignment and Security Agreement dated as of June 26, 1981 by and among the Secured Party, the Assignee, and Baltimore Federal Savings & Loan Association, as escrow agent, entered into as security for the Secured Party's Anne Arundel County, Maryland Industrial Development Revenue Bond (Ritel Joint Venturers Project), 1981 Series, dated June 26, 1981, issued pursuant to Sections 266A to 266-I, inclusive, of Article 41 of the Annotated Code of Maryland (1978 Replacement Volume and 1980 Cumulative Supplement), as amended, which Bond does not constitute an indebtedness or a charge against the general credit or taxing powers of the Secured Party and does not constitute or give rise to any pecuniary liability of the Secured Party.

Debtor:

RITEL JOINT VENTURERS

By

Allen Kayne  
Allen Kayne,  
General Partner

Secured Party:

ANNE ARUNDEL COUNTY, MARYLAND

By

Robert A. Pascal  
Robert A. Pascal,  
County Executive

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Assignee:

BALTIMORE FEDERAL SAVINGS & LOAN  
ASSOCIATION

By David C. McElroy  
David C. McElroy,  
Vice President

Mr. Clerk: Return to: Susan L. Messick, Legal Assistant,  
Miles & Stockbridge, 10 Light Street,  
Baltimore, Maryland 21202

EXHIBIT ADESCRIPTION OF 2.86888 AC<sup>±</sup>,  
PARCELS A AND B  
SCOTT'S HOMECENTER NEAR ELVATION,  
3RD TAX DISTRICT,  
ANNE ARUNDEL COUNTY, MARYLAND

BEGINNING for the same on the southwesternmost side of Governor Ritchie Highway (150' wide) at the northeasternmost corner of Parcel A as shown on the plat of Scott's Homecenter filed among the plat records of Anne Arundel County, Maryland in plat book 79 page 1; thence leaving said beginning point so fixed and running with the easternmost line of Parcel A and said southwesternmost side of Governor Ritchie Highway;

- 1) South 35° 17' 05" East 10.0',  
to the easternmost corner of Parcels A & B as shown on said plat, thence leaving said Parcel A and running with Parcel B, continuing still,
- 2) South 35° 17' 05" East 244.95',  
to the easternmost corner of Parcels B & C as shown on said plat, thence leaving said Governor Ritchie Highway and running with the divisional lines between said parcels B & C,
- 3) South 54° 42' 55" West 418.00',
- 4) South 35° 17' 05" East 161.50',
- 5) South 54° 42' 55" West 48.00',
- 6) North 35° 17' 05" West 15.00',

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Description  
Page Two

- 7) South  $54^{\circ} 42' 55''$  West 20.00', and
- 8) South  $85^{\circ} 33' 29''$  West 74.52',  
to intersect the easternmost side of Jumpers Hole Road (80' wide),  
thence leaving said Parcel C and running with said Parcel B with  
the easternmost side of said Jumpers Hole Road with a curve to the  
right having a radius of 2043.48' and an arc of 372.80',  
on a chord,
- 9) North  $0^{\circ} 47' 04''$  East 372.29',  
thence running,
- 10) North  $06^{\circ} 00' 39''$  East 31.11',  
to the westernmost corner of Parcels A & B as shown on said plat,  
thence leaving said Parcel B and running with Parcel A, continuing still,
- 11) North  $06^{\circ} 00' 39''$  East 169.06',  
to the northwesternmost corner of Parcel A, thence leaving said Jumpers  
Hole Road, and running with the northernmost outline of said Parcel A,
- 12) North  $78^{\circ} 37' 08''$  East 217.33',  
to the place of beginning.

CONTAINING 2.86388 Ac<sup>±</sup> as described by Dewberry & Davis, Registered  
Professional Land Surveyors in June 1981.

BEING Parcels A and B as shown on said plat of Scott's Homecenter,  
filed among the plat records of Anne Arundel County, Maryland in plat book  
79 page 1.

STATE OF MARYLAND

Anne Arundel County

BOOK 514 PAGE 13

48157A

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ~~XXXXXX~~ 233718

RECORDED IN LIBER ~~XXXX~~ 439 FOLIO ~~XXXXXX~~ 394 ON July 8, 1981 (DATE)

1. DEBTOR

Name ANNE ARUNDEL COUNTY, MARYLAND  
Arundel Center, Northwest and Calvert Streets  
Address Annapolis, MD 21401

2. SECURED PARTY

Name BALTIMORE FEDERAL SAVINGS & LOAN ASSOCIATION  
Fayette and St. Paul Streets  
Address Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>ASSIGNEE: THE FIRST NATIONAL BANK OF MARYLAND 110 South Paca Street Baltimore, Maryland 21201 BANC #109-900</p>	
	<p>For description of collateral being assigned see copy of original financing statement attached hereto as Exhibit A and made a part hereof.</p>	

Dated May 26, 1987

BALTIMORE FEDERAL SAVINGS & LOAN ASSOCIATION

By M. Louise Schultz  
(Signature of Secured Party)

M. Louise Schultz, Vice President  
Type or Print Above Name on Above Line

FINANCING STATEMENT

TO BE FILED IN THE FINANCING STATEMENT  
RECORDS OF THE CIRCUIT COURT FOR ANNE  
ARUNDEL COUNTY

NOT SUBJECT TO  
RECORDATION TAX

This Financing Statement is presented to a Filing Officer  
pursuant to the Uniform Commercial Code:

1. NAME AND ADDRESS OF DEBTOR: ANNE ARUNDEL COUNTY, MARYLAND  
Arundel Center  
Northwest and Calvert Streets  
Annapolis, Maryland 21401  
Attn.: Robert R. Strott,  
Director of Administration
2. NAME AND ADDRESS OF SECURED PARTY: BALTIMORE FEDERAL SAVINGS & LOAN  
ASSOCIATION  
Fayette and St. Paul Streets  
Baltimore, Maryland 21202
3. This Financing Statement covers the following types (or items) of property:

(a) All of the Debtor's right, title and interest in and to and remedies under the Loan Agreement dated as of June 26, 1981 between the Debtor and Ritel Joint Venturers, a Maryland general partnership (the "Borrower"), together with any and all modifications, alterations, amendments and supplements (the "Loan Agreement"), thereto, including (without limitation) any and all security referred to therein.

(b) All moneys payable by the Borrower to the Debtor pursuant to the Loan Agreement and all other revenues of the Debtor attributable to the financing of a certain industrial building located in Anne Arundel County, Maryland (the "Industrial Building"), pursuant to the Act (hereinafter defined), including (without limitation) any moneys realized from the sale of any security for the loan evidenced and secured by the Loan Agreement or from the Personal Guaranty (hereinafter defined).

(c) All of the Debtor's right, title and interest in and to and remedies under the Deed of Trust dated as of June 26, 1981 between the Borrower and Edwin M. Hurd and David C. McElroy, as Trustees, and recorded, or intended to be recorded among the Land Records of Anne Arundel County, together with any and all modifications, alterations, amendments and supplements thereto.

(d) All of the Debtor's right, title and interest in and to and remedies under the Personal Guaranty Agreement dated as of June 26, 1981, executed and delivered by Robert C. Levin, John C. Childs, Sr., Allen Kayne, Thomas C. Martel, David I. Bavar, Robert L. Neilson and Josephine Childs in favor of the Debtor and the Secured Party, together with any and all modifications, alterations, amendments and supplements thereto (the "Personal Guaranty").

(e) All moneys which are at any time or from time to time on deposit in the Project Fund, which has been created under the Assignment (hereinafter defined).

Provided, however, that there shall be excluded from the collateral covered by this Financing Statement all right, title and interest of the Debtor in and to (a) any right which the Debtor may have to the payment of Taxes (as defined in the Assignment) and (b) any right which the Debtor or its agents or employees may have under the Assignment and any of the other documents executed in connection therewith to indemnification by the Borrower and by any other persons and to payments for expenses incurred by the Debtor, itself, or its agents or employees and all enforcement remedies with respect thereto.

4. Proceeds and products of the collateral are also covered.

5. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party under and pursuant to an Assignment and Security Agreement dated June 26, 1981 by and among the Debtor, the Secured Party, and Baltimore Federal Savings & Loan Association, as escrow agent (the "Assignment"), entered into as security for the Debtor's Anne Arundel County, Maryland Industrial Development Revenue Bond (Ritel Joint Venturers Project), 1981 Series, dated June 26.

1981, issued pursuant to Sections 266A to 266-I, inclusive, of Article 41 of the Annotated Code of Maryland (1978 Replacement Volume and 1980 Cumulative Supplement), as amended (the "Act"), which Bond does not constitute an indebtedness or a charge against the general credit or taxing powers of the Debtor and does not constitute or give rise to any pecuniary liability of the Debtor.

Debtor:

ANNE ARUNDEL COUNTY, MARYLAND

By

  
Robert A. Pascal,  
County Executive

Secured Party:

BALTIMORE FEDERAL SAVINGS & LOAN  
ASSOCIATION

By

  
DAVID C. MCELROY,  
VICE PRESIDENT

Mr. Clerk: Return to: Susan L. Messick, Legal Assistant,  
Miles & Stockbridge, 10 Light Street,  
Baltimore, Maryland 21202

FINANCING STATEMENT

1. Names of Debtors: GARY W. KOCH  
LYNDA R. KOCH  
ROSS J. KOCH  
BABETTE H. KOCH  
Address: 4513 Mountain Road  
Pasadena, Maryland 21122
2. Name of Secured Party: MARYLAND NATIONAL BANK  
Address: Real Estate Department  
10 Light Street  
Baltimore, Maryland 21202

OK 7  
PF

3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtors in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated June 16, 1987 from Debtors to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtors of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the

Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

(d) Proceeds and products of all collateral are covered.

4. Recordation tax on the principal sum of \$900,000 has been paid to the Clerk of the Circuit Court of Anne Arundel County, Maryland upon recording of the Deed of Trust.

Debtors:

Secured Party:

MARYLAND NATIONAL BANK

[Signature]  
Gary W. Koch

By [Signature]  
Charles S. Fitzgerald  
Vice President

[Signature]  
Lynda R. Koch

[Signature]  
Ross J. Koch

[Signature]  
Babette H. Koch

Mr. Clerk: Return to Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202  
ATTN: Jeffrey H. Seibert, Esquire

RECORD AS FOLLOWS:

- 1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND
- 2. IN THE FINANCING STATEMENT RECORDS OF \_\_\_\_\_ COUNTY, MARYLAND
- 3. WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

EXHIBIT A

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in the County of Anne Arundel, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Parcel A as shown on a Plat entitled "James H. Rice Property," which Plat is recorded among the Land Records of Anne Arundel County in Liber EAC 3564, folio 478.

FINANCING RECORDS

800 514 20

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 500 Page No. 07

Identification No. \_\_\_\_\_ Dated \_\_\_\_\_

1. Debtor(s) { Riva II Limited Partnership  
Name or Names—Print or Type  
1201 Seven Locks Road, Rockville, Montgomery, Maryland 20854  
Address—Street No., City - County State Zip Code

2. Secured Party { First American Bank  
Name or Names—Print or Type  
8401 Colesville Road, Silver Spring, Montgomery, Maryland 20910  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) None

4. Check Applicable Statement:

<p>A. Continuation ..... <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release ..... <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment ..... <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: ..... <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

ASSIGNEE:

CITIZENS BANK AND TRUST  
COMPANY OF MARYLAND  
6200 Baltimore Avenue  
Riverdale, Maryland 20737

RECORD FEE 10.00  
POSTAGE .50  
M21280 0345 R01 T14:3

JUN 25 1987  
CK

Dated: June 18, 1987 FIRST AMERICAN BANK OF MARYLAND  
Name of Secured Party  
By: [Signature]  
Signature of Secured Party  
Mortgage Loan Officer  
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

10.00  
50

AFTER RECORDING RETURN TO:  
NYLEN & GILMORE  
7411 RIGGS ROAD - SUITE 100  
HYATTSVILLE, MD 20783

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): Covington Machine & Welding, Inc.  
Address: 2015 Renard Court  
Annapolis, Maryland 21401

2. Name of Secured Party: Annapolis Banking & Trust Company  
Address: P.O. Box 311  
Annapolis, Maryland 21404

3. Name of Assignee: Annapolis Banking & Trust Co.  
Address: Annapolis, Maryland  
P.O. Box 311  
Annapolis, Maryland 21404

RECORD FEE 11.00  
STAMPAGE .50  
JUN 29 1987  
CK

4. This Financing Statement covers the following types (or items) of property:  
TMS 300 - 35 ton hydraulic truck crane. Serial # 44143.

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

Debtor(s):  
Covington Machine & Welding, Inc.  
.....  
*Ronald Covington* President  
.....  
*Michael Covington* Vice Pres.  
.....  
.....

Secured Party:  
Annapolis Banking & Trust Company  
.....  
(Type Name of Dealership)  
By: *John M. Suit, II*  
.....  
(Authorized Signature)  
John M. Suit, II Executive Vice President  
.....  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

514 22

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use	
File No.	.....
Date & Hour	.....

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement

Date of Filing

Record Reference

Maturity date (if any)

Book 448 Page 258

Name(s) of Debtor(s) or assignor(s)  
(Last Name First)

No.

Street

City

State

Burgess, Thaddeus Donald, Sr.

344  
8231

Constellation Dr., Davidsonville, Md.  
Penn Randall Place Upper Marlboro, Md.

21035  
20772

Name of Secured Party or assignee

No.

Street

City

State

McGinnis, Mildred Anna Burgess

4115

Skyline Drive Suitland Maryland

20023

CHECK APPLICABLE STATEMENT

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO: Ellis J. Koch, Esquire  
50 West Montgomery Avenue  
R ckville, Maryland 20850

RECORD FEE 12.00  
POSTAGE .50  
JUN 29 1987  
CK

Debtor(s) or assignor(s)

\_\_\_\_\_

(Seal)

(Corporate, Trade or Firm Name)

*Mildred Anna Burgess McGinnis*  
*Donald William McGinnis*

Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

12-50

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That I, Mildred A. McGinnis of 4115 Skyline Drive, Suitland, Maryland have made, constituted and appointed, and by these presents do make, constitute and appoint Ronald Willoner of Prince George's County, Maryland my true and lawful attorney for me and in my name, place and stead and for my use and benefit, to ask, demand, sue for, recover, collect and receive all such sums of money, debts, dues, accounts, legacies, bequests, interests, dividends, annuities and demands whatsoever as are now, or shall hereafter become due, owing, payable or belonging to me, and have, use and take all lawful ways and means in my name or otherwise for the recovery thereof, by attachments, arrests, distress or otherwise and to compromise and agree for the same, and acquittances or other sufficient discharges for the same, for me and in my name, to make, sell and deliver, to bargain, contract, agree for, purchase, receive and take lands, tenements, hereditaments and accept the seisin and possession of all lands and all deeds and other assurances in the law therefor, and to lease, let, demise, bargain, sell, remise, release, convey, mortgage and hypothecate lands, tenements and hereditaments, upon such terms and conditions and under such covenants as he shall think fit. Also to bargain and agree for, buy sell, mortgage, hypothecate and in any and every way and manner deal in and with goods, wares and merchandise, choses in action, and other property in possession or in action, and to make, do and transact all and every kind of business of whatever nature or kind whatsoever, and also for me and in my name, and as my act and deed, to sign, seal, execute, deliver and acknowledge such deeds, leases and assignments of leases, covenants, indentures, agreements, mortgages, hypothecations, bills of lading, bills, bonds, notes, receipts, evidences of debts, releases and satisfactions of mortgage, judgments and other debts, and such other instruments in writing of whatever kind and nature as may be necessary or proper in the premises.

GIVING AND GRANTING unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully and to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that my said attorney or substitute or substitutes

LAW OFFICES  
WILLONER, CALABRESE AND ROSEN  
PROFESSIONAL ASSOCIATION  
7100 BALTIMORE AVENUE  
COLLEGE PARK, MARYLAND 20740

AREA CODE 301 689-1400

shall lawfully do or cause to be done by virtue of these presents.

This power of attorney shall not be affected by disability of the principal.

WITNESS my hand and seal this 10th day of Nov., 1981.

Witness:

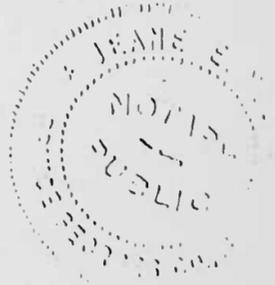
James E. Young Mildred A. McGinnis (SEAL)  
MILDRED A. MCGINNIS

STATE OF MARYLAND \*  
\* SS:  
COUNTY OF PRINCE GEORGE'S \*

I HEREBY CERTIFY that before the undersigned Notary Public personally appeared in said State and County, Mildred A. McGinnis known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained and did acknowledge the foregoing Power of Attorney to be her act and deed.

WITNESS my hand and official seal this 10th day of Nov., 1981.

James E. Young  
Notary Public, Maryland



LAW OFFICES  
WILLONER, CALABRESE AND ROSEN  
PROFESSIONAL ASSOCIATION  
7100 BALTIMORE AVENUE  
COLLEGE PARK, MARYLAND 20740

AREA CODE 301 699-1400

FILE WITH ANNE ARUNDEL COUNTY

BOOK 514 PAGE 25

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 801-7 Ed. 1/89

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code  
This Statement refers to original Financing Statement, Identifying File No. 264725 recorded in  
Liber 505, Folio 30 on 11/17/86 (Date).

1. DEBTOR(S):

Name(s) James B. Fleck, t/a Fleck Machine Company  
Address(es) 7177 Ridge Road, Hanover, Maryland 21076

2. SECURED PARTY:

Name First National Bank of Maryland  
Address 18 West Street, Annapolis, Maryland 21401

Person and Address to whom Statement is to be returned if different from above.  
M. Willson Offutt IV, Esq., Blumenthal, Wayson, Downs & Offutt, P.A., P.O. Box  
Annapolis, Maryland 21404-0868

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

- 3.  CONTINUATION. The original Financing Statement referred to above is still effective.
- 4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

7A. Equipment. The interest of the Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances, and other good, chattels, and personal property of every kind and nature whatsoever at any time located on the premises hereinafter \*

9. SIGNATURES.

*James B. Fleck*  
James B. Fleck, t/a Fleck Machine Company

SECURED PARTY

FIRST NATIONAL BANK OF MARYLAND

By *Nicholas P. Lambrow*  
Nicholas P. Lambrow, Regional Loan Officer

(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)  
Type name of each signature and if Company.  
Type name of Company and Name and Title of Authorized Signer.

\* referred to or used in connection with the present or future operation of such premises, and now or hereafter acquired by the Debtor, including but not limited to, all heating, lighting, incinerating, and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts, and compressors, and all renewals or replacements thereof or articles in substitution therefor, whether now located or hereafter located or installed on the premises described in Exhibit A attached hereto.

MAIL TO

1329125

RECORD FEE

10.00  
50

11/16/86

868  
2387  
CK

SCHEDULE A

BEGINNING for the same at a pipe heretofore set at the end of the fourth or South 88-3/4 degrees East 50 perches line of that same land which by Deed dated May 13, 1943, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 281, folio 138, was conveyed by EDWARD ADAMS and wife unto ANDREW J. JACOB and JULIA JACOB, his wife, and running thence as now surveyed and binding reversely on said fourth line in part North 86 degrees 15 minutes 10 seconds West 406.20 feet to a pipe now set; thence leaving said outline and running for four lines of division as follows, viz: North 16 degrees 30 minutes 30 seconds East 209.40 feet to a pipe, North 83 degrees 40 minutes 10 seconds West 263.70 feet, South 2 degrees 22 minutes 50 seconds West 35.26 feet to a pipe and North 84 degrees 06 minutes 30 seconds West 200.61 feet to a point on the easternmost side of Ridge Road as laid out thirty feet wide and thence binding thereon North 6 degrees 00 minutes East 298.40 feet to a pipe and to intersect the outlines of the whole tract of which the herein described parcel is a part and thence binding thereon the two following courses and distances, viz: South 66 degrees 11 minutes 30 seconds East 868.00 feet to a pipe heretofore set and South 6 degrees 00 minutes West 189.05 feet to the place of beginning. Containing 4.3876 acres of land, more or less.

BEING the same property described in a Deed dated March 16, 1976 and recorded among the Land Records of Anne Arundel County at Liber 2836, folio 458 from ANGELO RUTA and PEGGY RUTA, his wife, and JAMES P. LAZZATI and ROSEMARY LAZZATI, his wife, Grantors to JAMES B. FLECK, individually and trading as FLECK MACHINE COMPANY. *JBF*

MWO--IA

ANNE ARUNDEL

UNIFORM COMMERCIAL CODE  
Continuation, Termination,  
Release, Assignment, Etc.

514 27

Washington Law Reporter Form 1001  
1625 Eye St., N.W., Washington, D.C. 20006

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use  
File No. \_\_\_\_\_  
Date &  
Hour \_\_\_\_\_

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
File Number of original Financing Statement \_\_\_\_\_

Date of Filing 6-12-86  
Maturity date (if any) \_\_\_\_\_

Record Reference # 262300, BOOK 499, Page 12

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Captain's Choice Marine, Inc.	333 Rt. 50	Annapolis, MD	&	
	1335 Rt. 178	Crownsville, MD		

Name of Secured Party or assignee	No.	Street	City	State
ITT COMMERCIAL FINANCE CORP.		P.O. BOX 489	COLUMBIA, MD	21045

CHECK APPLICABLE STATEMENT

RETURN TO:

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER : AMENDMENT

AMEND TO ADD TO DEBTOR'S LOCATIONS: BOX 349, 193 South Maryland Route 3,  
Millersville, MD 21108

AMEND TO CHANGE SECURED PARTY ADDRESS:  
FROM: Cherry Hill, NJ TO: Address in Columbia, MD listed above.

Debtor(s) or assignor(s)  
CAPTAIN'S CHOICE MARINE, INC.  
T.J. Eichelberger  
T.J. Eichelberger  
(Type or print name under signature)

ITT COMMERCIAL FINANCE CORP. (Seal)  
(Corporate, Trade or Firm Name)  
Kenneth N. Collins credit manager  
Signature of Secured Party or Assignee  
Kenneth N. Collins CREDIT MANAGER  
(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

30.00  
170  
JUN 29 87  
CK

005334

514 28

TO BE RECORDED:

- Among the Land Records of Anne Arundel County
- Among the Financing Statement Records of Anne Arundel County
- Among the Records of the State Department of Assessments and Taxation of Maryland

Not Subject to Recordation Tax imposed pursuant to Title 12 of the Tax Property Act of the Annotated Code of Maryland

Principal Amount is \$1,750,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust and Security Agreement recorded or to be recorded among the Land Records of Anne Arundel County and given as security for the same loan.

FINANCING STATEMENT

1. Debtor: Address: *CR*  
William J. Wroten 110 Bellehahn Court  
Jean L. Wroten Severna Park, Maryland 21146
2. Secured Parties:
  - a) Mercantile Mortgage Corporation 200 East Redwood Street  
Baltimore, Maryland 21202
  - b) Mercantile-Safe Deposit and Two Hopkins Plaza  
Trust Company Baltimore, Maryland 21201
3. Maturity Date of Obligation December 14, 1987
4. This Financing Statement Covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor and all fixtures including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigerating plant and appurtenances, furniture, shades, awnings, screens, blinds, and other furnishings; and

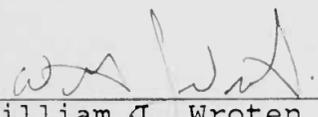
(b) all of the rents, issues, and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purpose for which they were or are to be erected, including all goods and personal property as are ever used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

5. The aforesaid items are included as security in a Deed of Trust and Security Agreement (the "Deed of Trust") of even date herewith given by Debtor to Secured Parties, and recorded or intended to be recorded among the Land Records of Anne Arundel County to secure an indebtedness by the Debtor to Mercantile Mortgage Corporation and Mercantile-Safe Deposit and Trust Company and are deemed by said Deed of Trust to be a part of the hereinafter described real estate.
6. Proceeds of collateral are covered hereunder.
7. The real property upon which a portion of the goods may attach as real property or fixtures is more particularly described in Exhibit A attached hereto and made a part hereof.

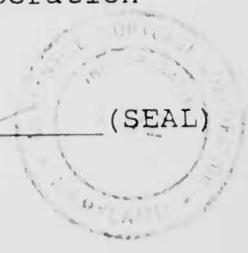
Debtor:

  
\_\_\_\_\_  
William J. Wroten

Secured Parties:

Mercantile Mortgage Corporation

By:  (SEAL)  
\_\_\_\_\_  
Paul W. Parks  
President



BOOK 514 PAGE 30

Mercantile-Safe Deposit and  
Trust Company

Jean L. Wroten  
Jean L. Wroten

By: [Signature] (SEAL)  
Knew D. [Signature]  
Vice President

Dated: JUNE 15, 1987

MR. or MS. CLERK: AFTER RECORDATION, PLEASE MAIL TO:

REESE AND CARNEY  
10715 Charter Drive  
Columbia, MD 21044

LBR/dca/4C  
42209/8420

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lots 1A, 1B, 2A, 3A, 3B, 4A, 4B, 5A, 5B, 6A, 6B, 7A, 7B, 8A, 8B, 9A, 9B, 10A, 10B, 11A, 11B, 12, 13A, 13B, 14A, 15 and 16, together with the area designated "Recreational Area" and the designated "5' Widening Strip", all as shown on the Plat entitled "26 Semi-Detached and 3 Single Family Dwellings-Woodcrest Homes, Ltd.", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 103, folio 13, at Plat Number 5338.

To be recorded in the offices of The Clerk of the Circuit Court for Anne Arundel County, Maryland - CHATTELS.

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$.....
- To Be Recorded in Land Records (For Fixtures only).

<u>Name of Debtor</u>	<u>Address</u>
Supreme Parts Rebuilders, Inc.	Route 2, Box 440A Queenstown, Maryland 21058
	and
	11032 Two Ships Court Columbia, Maryland 21044

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address: c/o Dawne E. Davies, Loan Officer, The First National Bank of Maryland, Special Credits Dept., 25 S. Charles Street, 14th Flr., Balto.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of MD. 21201 property (the collateral):

All of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Borrower other than inventory, including any leasehold interests therein (plus all replacement parts and annexations thereto), and any maintenance agreements applicable thereto.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:  
See, Exhibit "A", attached hereto and made a part hereof. The record owner of said property is Supreme Parts Rebuilders, Inc.
3.  Proceeds {  
 Products } of the collateral are also specifically covered.
4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated. CK

Debtor (or Assignor)  
 SUPREME PARTS REBUILDERS, INC.  
 By: *[Signature]*  
 RICHARD W. BUTT, PRESIDENT

Secured Party (or Assignee)  
 THE FIRST NATIONAL BANK OF MARYLAND

BY *[Signature]*  
 DAWNE EVAN DAVIES

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EXHIBIT "A"

(1) All of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of the Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of the Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of the Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by the Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of the Debtor, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall herein be

called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of the Debtor's assets in which the secured party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between the Debtor and the secured party; (4) any accounts, property, securities or monies of the Debtor which may at any time be assigned or delivered or come into possession of the secured party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of collateral.

MGG/S64361.EXH

To be recorded in the office of the Clerk of the Circuit Court for Anne Arundel County, Maryland

268323

BOOK 514 PAGE 35

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records (For Fixtures only).

**Name of Debtor**  
Supreme Fleet Services, Inc.

**Address**  
5189 Raynor Avenue  
Linthicum, Maryland 21090

and

11032 Two Ships Court  
Columbia, Maryland 21044

SECURED PARTY (OR ASSIGNEE)

**THE FIRST NATIONAL BANK OF MARYLAND**—Address: c/o Dawne E. Davies, Loan Officer,  
The First National Bank of Maryland, Special Credits Dept., 25 S. Charles Str., 14th Flr., Balto.,  
Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of MD. 21201 property (the collateral):  
See Exhibit "A", attached hereto and made a part hereof.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:  
5189 Raynor Avenue, Linthicum, Maryland 21090. The owner of said property is Dalsemer & Catzen Associates.

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)  
SUPREME FLEET SERVICES, INC.  
By: *[Signature]*  
RICHARD W. BUTT, PRESIDENT

Secured Party (or Assignee)  
THE FIRST NATIONAL BANK OF MARYLAND

BY *[Signature]*  
DAWNE EVAN DAVIES

FNB 0860

Type or print names under signatures

EXHIBIT "A"

(1) All of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of the Debtor, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of the Debtor's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of the Debtor's now owned and hereafter acquired inventory, wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by the Debtor and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of the Debtor, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, trademarks, tradenames, licenses, patents and cash values of life insurance, all of which, including the above-described Equipment, Accounts and Inventory, shall herein be

called "Assets"; (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of the Debtor's assets in which the secured party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between the Debtor and the secured party; (4) any accounts, property, securities or monies of the Debtor which may at any time be assigned or delivered or come into possession of the secured party, as well as all proceeds and products thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

TO BE RECORDED IN LAND RECORDS     
  SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 60,000.00  
 NOT TO BE RECORDED IN LAND RECORDS     
  NOT SUBJECT TO

FINANCING STATEMENT

1. Debtor(s):

Gussie's Pizza Enterprises, Inc.  
 Name or Names—Print or Type

Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

Gussie's Pizza, Inc.  
 Name or Names—Print or Type

8542 Stevensonwood Road, Baltimore, Maryland 21207  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See Attached

4. If above described personal property is to be affixed to real property, describe real property.  
7164 Furnace Branch Road, Glen Burnie, Anne Arundel County, Maryland.  
Premises known as Gussie's Pizza Shop.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S): Gussie's Pizza Enterprises, Inc. SECURED PARTY: Gussie's Pizza, Inc.

By: [Signature] (SEAL)  
(Signature of Debtor) President

\_\_\_\_\_  
Type or Print  
\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
(Company, if applicable)  
[Signature] (SEAL)  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print  
\_\_\_\_\_  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Charles S. Winner, Fisher & Winner, 315 N. Charles Street,  
Baltimore, Maryland 21201

100  
420-1  
10

CK

ATTACHMENT TO FINANCING STATEMENT

All inventory, accounts and equipment of Gussie's Pizza, Inc. and/or Gussie's Pizza Shop, 7164 Furnace Branch Road, Glen Burnie, Maryland 21061; all leasehold improvements and fixtures annexed to the premises of Gussie's Pizza Shop, 7164 Furnace Branch Road, Glen Burnie, Maryland 21061; now existing and hereafter arising; and in all additions, accessories, replacement parts, attachments, accessions, substitutions, replacements, repossessions thereof or thereto, and all cash and non-cash proceeds (including insurance proceeds) and products thereof in any form whatsoever, including insurance proceeds of that property, and all present and future chattel paper, including leases and conditional sales contracts, proceeds, accounts, documents, general intangibles, instruments and other rights with respect to the described property and all money due and to become due.

BOOK 514 PAGE 40

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3. MATURITY DATE  
If Any: 04NOV95  
FOR FILING OFFICER (Date, Time and Filing Office)

1. DEBTOR(S) (Last Name First) and ADDRESSES: ERNESTES 3794 COXBY CT ESSEXVILLE	2. SECURED PARTY(IES) and ADDRESSES: RICHARD PO: 21037 JOHN OZSHE COMPANY P. O. BOX 4949 LYNCHBURG VA 24502
--	--

4. This statement refers to original Financing Statement bearing File No. 467-223-249719  
 Filed with ANNE MCGOFFE WEL Date Filed 04NOV95

- 5.  CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  ASSIGNMENT - The Secured Party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

CK

10.   
 Number of Additional Sheets Presented: 20 JAN 87

TO: CLERK OF CIRCUIT COURT  
 3<sup>RD</sup> UCC DIVISION  
 ANNAPOLIS MD 21403

JOHN OZSHE COMPANY

By \_\_\_\_\_  
Signature(s) of Debtor(s) (Necessary only if Item 6 is applicable)

By *C. Doyle*  
 Signature(s) of Secured Party(ies) CLERK OF PROCESSING

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCD-3

10-50

268326

514

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated June 19, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ZHA, Inc.  
Address Maryland National Bank Building, 160 South Street, Annapolis, Maryland 21401

2. SECURED PARTY

Name The Bank of New York  
Address 48 Wall Street, New York, New York 10015

Judith Lavori, Emmet, Marvin & Martin, 48 Wall Street, N.Y., N.Y.  
Person And Address To Whom Statement Is To Be Returned If Different From Above. 10005

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All accounts receivable of the Debtor presently existing and hereafter arising, and the proceeds thereof.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ZHA, Inc.  
By [Signature]  
(Signature of Debtor)

JAMES F. JOY  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

THE BANK OF NEW YORK  
BY:

[Signature]  
(Signature of Secured Party)

CHARLES D. TINSLEY  
Type or Print Above Signature on Above Line

514 ME 42

AMENDMENT OF FINANCING STATEMENT

This Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p>1. DEBTOR and Address (Last Name First)</p> <p>S.D.J. INC., d/b/a S.D.J. Thriftway 1031 Bay Ridge Avenue Annapolis, MD 21403</p>	<p>2. SECURED PARTY and Address</p> <p>Fleming Foods of Pennsylvania, Inc. Egypt and Greentree Roads P.O. Box 935 Oaks, PA 19456</p>
<p>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</p>	<p>4. RETURN TO:</p> <p>Marshall B. Paul, Esquire Weinberg and Green 100 S. Charles Street, 16th Fl. Baltimore, MD 21201</p>

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. FD# 067789 Date 5/27, 19 87  
 Record Reference Book 512 Page 510

6. Item No. 4 of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

All accounts, contract rights, inventory, furniture, fixtures, equipment and machinery now owned and hereafter acquired; any leasehold interests of Debtor, now owned or hereafter acquired, including, without limitation, Debtor's lease of the premises known as 1031 Bay Ridge Avenue, Annapolis, Anne Arundel County, Maryland 21403 (described on Exhibit A attached hereto); and any proceeds of the foregoing.

Some of the above goods are or may become fixtures on the real estate known as 1031 Bay Ridge Avenue, Annapolis, Anne Arundel County, Maryland 21403. A description of the real estate and the name of the record owner thereof are shown on Exhibit A attached hereto.

Dated this 12th day of June, 19 87 CK

DEBTOR:  
S.D.J., INC.

SECURED PARTY:  
Fleming Foods of Pennsylvania, Inc.

By: Wilbur L. Dove  
Wilbur L. Dove, President (Title)

By: Thomas J. Smalling  
Thomas J. Smalling, (Title)  
President

1200  
2

500 514 43

EXHIBIT ATO AMENDMENT OF FINANCING STATEMENT  
BETWEENS.D.J. FOODS, INC., d/b/a S.D.J. THRIFTWAY, as Debtor, and  
FLEMING FOODS OF PENNSYLVANIA, INC., as Secured PartyAddress of Property: 1031 Bay Ridge Avenue, Annapolis,  
Maryland 21403.Name of Record Owner: William G. Libby and Charles P.  
Liff, as General Partners of Easport Plaza, a limited partnership.

## Description:

PARCEL NO. 1:

BEGINNING for the same at a point on the southeast side of Chesapeake Avenue, said point being in, and North 52° 05' 10" East, 22.95 feet from the beginning of the North 52° 05' 10" East, 543.80 foot line of the conveyance from Frances Burns Green, et al., to Consolidated Investments, Inc., by deed dated May 2, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1404, folio 484, said beginning point being further located as Coordinate point #26 as shown on the plat of Americana Annapolis as recorded among the Plat Records of Anne Arundel County in Book 31, page 52, and running from said beginning point so fixed, with part of the above mentioned 543.80 foot line and the southeast side of Chesapeake Avenue, as referred to Annapolis Met. Grid North, North 52° 05' 10" East, 450.82 feet to a point of curve, thence leaving said 543.80 foot line and Chesapeake Avenue and with a curve to the right for an arc distance of 31.45 feet, said curve having a radius of 20.00 feet and a tangent of 20.03 feet, to a point of tangency at Coordinate point #37 on the westerly side of Americana Drive as shown on the above mentioned plat of Americana Annapolis, thence with Americana Drive South 37° 49' 50" East, 240.00 feet to a point of curve, thence with a curve to the right for an arc distance of 31.39 feet, said curve having a radius of 20.00 feet and a tangent of 19.97 feet, to a point of tangency on the westerly side of Norman Drive as shown on the above mentioned plat of Americana Annapolis, thence with Norman Drive, South 52° 05' 10" West, 206.07 feet to a point of curve, thence with a curve to the left for an arc distance of 252.64 feet, said curve having a radius of 385.00 feet and a tangent of 131.05 feet, to a point of tangency, thence still with Norman Drive, South 14° 29' 20" West, 367.94 feet to a point of curve, thence with a curve to the right for an arc distance of 74.30 feet, said curve having a radius of 375.00 feet and a tangent of 37.27 feet, to a point of compound curve, thence with a curve to the right for an arc distance of 31.42 feet, said curve having a radius of 20.00 feet and a tangent of 20.00 feet, to a point of tangency at Coordinate point #30 on the north side of Monroe St. as shown on the above mentioned plat, thence with Monroe St.

North 64° 09' 30" West 143.56 feet to a point of curve, thence with a curve to the left for an arc distance of 109.07 feet, said curve having a radius of 550.47 feet and a tangent of 54.72 feet, to a point of tangency at the intersection of Monroe St. and Bay Ridge Avenue, hence North 30° 30' 40" West, 15.56 feet to the easterly side of a 14.00 foot widening strip on the easterly side of Bay Ridge Avenue, as shown on the aforementioned plat of Americana Annapolis, thence with said widening strip North 14° 29' 20" East, 619.44 feet to the place of BEGINNING. CONTAINING 6.78 acres, more or less.

PARCEL NO. 2:

BEGINNING for the same at the intersection of the east side of Bay Ridge Ave. and the south side of Chesapeake Ave. as shown on the plat of Americana Annapolis recorded among the Plat Records of Anne Arundel County in Plat Book 31 Page 52, said point being the beginning point of the north 52° 05' 10" East 543.8 foot line of the conveyance from Francis Burns Green, et al, to Consolidated Investments Inc. by deed dated May 2, 1960 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1404 Folio 484, and running from said beginning point so fixed with the south side of Chesapeake Ave., 50 feet wide, along part of said line North 52° 05' 10" East 22.95 feet to coordinate point number 26 as shown on the above mentioned plat;

THENCE Leaving Chesapeake Ave. with the east side of a 14 foot widening strip as shown on said plat parallel to the east side of Bay Ridge Ave. South 14° 29' 20" West 619.44 feet to coordinate point number 27 on the north side of Monroe Street;

THENCE at right angles North 75° 30' 40" West 14 feet to the east side of Bay Ridge Ave. 40 feet wide;

THENCE with the east side of said Avenue and the outlines of the above mentioned conveyance North 14° 29' 20" East 601.26 feet to the place of beginning.

514 45

FINANCING STATEMENT

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use	
File No.	.....
Date &	.....
Hour	.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
LaRoche Industries Inc.	Perimeter 400 Center - Center Two 1100 Johnson Ferry Road		Atlanta	Georgia 30342

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
General Electric Credit Corporation	P.O. Box 105105		Atlanta	Georgia 30348

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

The types or items of property covered by this financing statement are described on Exhibit "A" attached hereto and incorporated herein by reference.

RETURN TO:

To be filed with the Clerk of Circuit Court, Anne Arundel County, Maryland  
(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4.  Proceeds of collateral are also covered:       Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~  is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

<u>LAROCHE INDUSTRIES INC.</u>	<u>GENERAL ELECTRIC CREDIT CORPORATION</u> (Seal)
<u>Felix J. Prinzo</u>	(Corporate, Trade or Firm Name)
<u>FELIX J PRINZO</u>	<u>M. P. Holloway (for)</u>
(Type or print name under signature)	Signature of Secured Party or Assignee (Owner, Partner or Officer and Title) (Signatures must be in ink)

EXHIBIT "A" TO FINANCING STATEMENT

DEBTOR: LAROCHE INDUSTRIES INC.  
SECURED PARTY: GENERAL ELECTRIC CREDIT CORPORATION

All of the following property and interests in property of Debtor, whether now owned or existing or hereafter acquired or arising or in which Debtor now has or hereafter acquires any rights, and wheresoever located:

(a) all accounts, contract rights, chattel paper, instruments and documents (collectively, the "Accounts");

(b) all inventory, including, without limitation, any and all goods, merchandise and other personal property, wheresoever located and whether or not in transit, which is or may at any time be held for sale or lease, or furnished under any contract of service or held as raw materials, work in process, or supplies or materials used or consumed in Debtor's business, including, without limitation, all such property the sale or other disposition of which has given rise to Accounts and which has been returned to or repossessed or stopped in transit by Debtor;

(c) all general intangibles, including, without limitation, all choses in action, causes of action, corporate or other business records, inventions, designs, patents, patent applications, service marks, trademarks, trade names, trade secrets, good will, copyrights, registrations, licenses, franchises, customer lists, tax refund claims, computer programs, all claims under guarantees, security interests or other security held by or granted to Debtor to secure payment of any of the Accounts by an obligor thereon, all rights of indemnification, including, without limitation, all rights to indemnification arising under the Asset Purchase Agreement between Debtor and United States Steel Corporation and all other intangible property of every kind and nature (other than Accounts);

(d) all monies, residues and property of any kind, now or at any time or times hereafter in the possession or under the control of Secured Party or a bailee of Secured Party;

(e) all accessions to, substitutions for and all replacements, products and proceeds of the foregoing, including, without limitation, proceeds of insurance policies insuring any of the foregoing; and

(f) all books and records, including, without limitation, customer lists, credit files, computer programs, print-outs, and other computer materials and records of Debtor pertaining to any of the foregoing.

268329

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated June 15, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Anthony C. Schettler, Thomas R. Schettler and Schettler Management, Inc  
Address 221 Queen Anne Club Drive, Stevensville, MD 21666

2. SECURED PARTY

Name Marvin Lee and Mary Lee  
Address 11317 Schuykill Road  
Rockville, MD 20852

Person And Address To Whom Statement Is To Be Returned If Different From Above.  
Harrison B. Wetherill, Jr., 2024 West Street, Suite 300, Annapolis, MD 21401

3. Maturity date of obligation (if any) June 15, 1989

4. This financing statement covers the following types (or items) of property: (list)

(SEE SCHEDULE A ATTACHED HERETO AND INCORPORATED HEREIN)

Security interest taken by seller of collateral to secure part of its price. This security interest is intended to be subordinate to that of Diversified Leasing in the same collateral, but only to the extent of \$70,000.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)  
N/A

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

N/A

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Anthony C. Schettler Marvin Lee  
Anthony C. Schettler Marvin Lee

Thomas R. Schettler Mary M. Lee  
Thomas R. Schettler Mary Lee

SCHETTLER MANAGEMENT, INC.

By: Anthony C. Schettler  
Anthony C. Schettler, President

By: Thomas R. Schettler  
Thomas R. Schettler, Vice President

CK

514

SCHEDULE A

14 Wascomat W-74 Washers - Serial Nos. 8504-64354, 64508, 64504, 64494, 64424, 64383, 64423, 64432, 64353, 64402, 64499, 64388, 64409, 64403

6 Wascomat W-124 Washers - Serial Nos. 8501-23012, 23002, 22998, 23006, 23001, 23016

1 Wascomat W-184 Washer - Serial No. 8504-13547

1 Wascomat P-10 Washer - Serial No. 084-35-12495

15 ADG-285 Dryers - Serial Nos. 218740, 743, 730, 729, 741, 739, 733, 731, 734, 736, 737, 742, 732, 738, 735

1 Jet Glass 165-540 Water Heater - Serial No. AC392-5189

1 Standard Change Maker 558315 - Serial No. 55616

1 Wasco-Clean D15ACS Dry Cleaner - Serial No. 853-73-2D-16459

UNIFORM COMMERCIAL

INSTRUCTIONS

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies (last two sheets) and send other 3 copies with interleaved carbon paper to the filing office.
3. When filing is to be with more than one office, Form UCC-2 may be placed over this set to avoid double typing. Type on last line all offices in which statement is filed.
4. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5"x8" or 8"x10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party.
5. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
6. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
7. At the time of original filing, filing officer should return third copy as an acknowledgment. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: **3 Maturity date (if any):**

<b>1 Debtor(s) (Last Name First) and address(es)</b>	<b>2 Secured Party(ies) and address(es)</b>	<b>For Filing Officer (Date, Time, Number and Filing Office)</b>
Marshall, Alvin R III Richards, Delice E. 1196 Pine Avenue Shady Side, MD 20764	Gordon Douglass Boat Co. Inc. Cemetery Street Dear Park, MD 21550	

**4 This financing statement covers the following types (or items) of property:**

- 1 - Flying Scot Sailboat, 19', Hull ID GBBO26010484; Sail # 3969
- 1 - Tee-See Sailboat Trailer, Model 1216, Serial # 1TYAEGH17E1000210

**ASSIGNEE OF SECURED PARTY**  
Garrett Natl. Bank  
Oakland, MD 21550

Check  if covered:  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented:

Filed with:

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Date 6-4-87 Box 474 page 82 By Garrett National Bank  
102252316 Kimberly M. Trujillo  
Signature of Secured Party or Assignee of Record, Not Valid Until Signed.

(3) FILING OFFICER COPY - ACKNOWLEDGEMENT

Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgment.

ALVIN R. MARSHALL III  
1196 PINE AVE.  
SHADY SIDE, MD.  
20764

268331

300 514 RIF 50

MARYLAND NATIONAL BANK

### FINANCING STATEMENT

- 1  To Be Recorded in the Land Records of \_\_\_\_\_
- 2  To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3  Not subject to Recordation Tax
- 4  Recordation Tax has been paid on the principal amount of \$ 425,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5 Debtor(s) Name(s) Address(es)

B & A Joint Venture 7419 Baltimore Annapolis Blvd.  
Glen Burnie, Maryland 21061

6 Secured Party Address: Real Estate and Mortgage Division

MARYLAND NATIONAL BANK ~~10 Light Street~~ P.O. Box 871

Attention: Patricia A. Hicks ~~5th Floor~~ Annapolis, Md. 21404

Annapolis REM Unit ~~Baltimore, Maryland 21202~~

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated June 22, 1987 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof. CK

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s)

B & A JOINT VENTURE

BY: [Signature] (SEAL)  
Atwood B. Tate, General Partner

BY: [Signature] (SEAL)  
Martin B. Lessans, General Partner

BY: [Signature] (Seal)  
Michael S. Pappafotis, General Partner

BY: [Signature] (Seal)  
James C. Praley, General Partner

BY: [Signature] (Seal)  
Richard E. Joy, General Partner

Secured Party  
MARYLAND NATIONAL BANK

By: [Signature] (SEAL)  
Patricia A. Hicks  
Assistant Vice President

\_\_\_\_\_  
Type name and title

Mr Clerk: Please return to Maryland National Bank to the officer and the address set forth in paragraph 6 above.

10/50

PROPERTY DESCRIPTION

Exhibit A

ALL that parcel or parcels of real property located in the County of ANNE ARUNDEL 7 Electron District, State of Maryland, and more particularly described as follows:

BEING known and designated as Lots No. 3 & 4, Block 14, as shown on the Amended Plat of Glen Burnie, Plat No. 1, as recorded among the Land Records of Anne Arundel County in Plat Book No. 6, folio 13.

BOOK 514 PAGE 51

1977

208302

300 514 32

024001

Not to be recorded in  
Land Records

Subject to Recordation Tax:  
Principal Amount is \$1,500,000.00

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as additional security in the same loan.

DATE: *June 24*, 1987

FINANCING STATEMENT

RECORD FEE 13.00  
POSTAGE .50  
#002860 0040 R03 114:48  
06/30/87  
CK

1. Debtor: Address:  
SPRING LAKE BUILDERS, INC. P.O. Box 6462  
Annapolis, Maryland 21401-0462

2. Secured Party: Address:  
FAIRVIEW FEDERAL SAVINGS 9151 Baltimore National Pike  
& LOAN ASSOCIATION Ellicott City, Maryland 21043

3. This Financing Statement covers:

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all of the rents, issues and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

138 3



(d) all contract rights of and from the herein described property or any part thereof.

- 4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
- 5. Proceeds of collateral are covered hereunder.
- 6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof. In addition, the real estate shall be deemed to include additional lots in the same subdivision(s) later acquired by Debtor and encumbered by the lien of the Deed of Trust as the same shall be supplemented from time to time.

DEBTOR:

SPRING LAKE BUILDERS, INC.

SECURED PARTY:

FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION

By *P. J. Grebarich, Executive*  
*Officer for Spring Lake*  
*Builders, Inc.*  
 GFS355.734 R1 *24 June 87*

By *Thomas J. King*  
 Executive Vice-President

SCHEDULE "A"

800. 514 - 54

Beginning for the first and being known and designated as Lot No. 12 as shown on the Plat entitled "South River Spring Lakes, Section V - Plat One", which Plat is recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 77, folio 34.

Beginning for the second and being known and designated as Lot No. 10 as shown on the Plat entitled "South River Spring Lakes, Section V - Plat Two", which Plat is recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 77, folio 35.

Beginning for the third and being known and designated as Lot No. 11 as shown on the Plat entitled "South River Spring Lakes, Section V - Plat Two", which Plat is recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 77, folio 35.

Beginning for the fourth and being known and designated as Lot No. 13 as shown on the Plat entitled "South River Spring Lakes, Section VI - Plat Two", which Plat is recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 77, folio 37.

Beginning for the fifth and being known and designated as Lot No. 2 as shown on the Plat entitled "South River Spring Lakes, Section VI - Plat One", which Plat is recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 77, folio 26.

MONUMENTAL TITLE CORPORATION  
MONUMENTAL TITLE BUILDING  
SEVERNA PARK, MARYLAND 21146  
*Annexed*

08690-17882

133892

514 55

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) United CATV Inc. 1825 George Avenue Annapolis, MD 21401	2. Secured Party(ies) and address(es) ROLM Credit Corporation 4900 Old Ironsides Drive M/S T412 Santa Clara, CA 95054	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
---	---	---

4. This financing statement covers the following types (or items) of property:  
 One ROLM computerized telephone switching system, as described on the attached Schedule A and lease dated 3/10/87 for system located at ~~8823 George Avenue~~ 914 Bay Ridge Rd., Suite 224, Annapolis, MD 21401 and all additions, substitutions, and upgrades thereto whether now or hereafter in the lessee's possession.

5. Assignee(s) of Secured Party and Address(es)

NOT SUBJECT TO RECORDATION TAX

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:  
 Filed with:

United CATV Inc.  
 By: *James P. Clark*  
 Signature(s) of Debtor(s)

ROLM Credit Corporation  
 By: *Susan Meade* Documentation Manager  
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

514 55-A

REDQUOTE 5.05

This version is valid from JAN 1, 1987 to MAR 31, 1987

February 25, 1987

Contract #: \_\_\_\_\_

ROLM RETAIL PRICE QUOTE: UNITED CABLE TELEVISION OF ANNAPOLIS

MODEL NUMBER	PART DESCRIPTION	QTY ORDERED	RETAIL UNIT PRICE	ROLM RETAIL EXTENDED PRICE
59012	REDWOOD MODEL I PACKAGE (16X6)	1	3870.00	3,870.00
	1 CABINET ASSEMBLY			
	1 MODEL I LIBRARY CARD			
	2 ROLMPHONE LINE CARD			
	3 DUAL CO TRUNK CARD			
	4 64K CONTROL CARD			
	1 1-CABINET TERMINATION PLUG			
	1 1-CABINET AC POWER CORD			
	1 BATTERY PACK			
	1 SET SYSTEM GUIDES			
	1 SET OF 25 STATION QUICK REFERENCES			
59011	CABINET ASSEMBLY	1	2000.00	2,000.00
59030	DUAL CO TRUNK CARD	5	400.00	2,000.00
59041	64K CONTROL CARD	2	385.00	770.00
59055	2-CABINET EXPANSION KIT	1	650.00	650.00
59104	FLOOR MOUNT KIT	1	240.00	240.00
Retail Price of Redwood Hardware :			\$	9,530.00
62600	ROLMPHONE 240 BASIC	11	275.00	3,025.00
64000	ROLMPHONE 400	1	575.00	575.00
62100	ROLMPHONE 240 W/HEADSET ADF	4	390.00	1,560.00
Retail Price of ROLMphones :			\$	5,160.00
Retail Price of Redwood Hardware and ROLMphones :			\$	14,690.00
***** 5% Price Adjustment on *****				
Redwood and RolmPhones :			\$	-734.50
***** Adjusted Retail price of *****				
Redwood and RolmPhones :			\$	13,955.50
LABOR-FEAT	PER PHONE ADV FEAT LABOR COSTS	16	40.00	640.00
MATERIALS	PER PHONE MATERIAL COSTS	16	13.00	208.00
LABOR	PER PHONE LABOR COSTS	16	112.00	1,792.00
Retail Price of Installation :			\$	2,640.00

514 56

SCHEDULE A TO REDWOOD AGREEMENT \_\_\_\_\_

REDQUOTE 5.05

This version is valid from JAN 1, 1987 to MAR 31, 1987

February 25, 1987

Contract #: \_\_\_\_\_

ROLM RETAIL PRICE QUOTE: UNITED CABLE TELEVISION OF ANNAPOLIS

MODEL NUMBER	PART DESCRIPTION	QTY ORDERED	RETAIL UNIT PRICE	ROLM RETAIL EXTENDED PRICE
MISCELLANEOUS EQUIPMENT:				
	VOLTAGE PROTECTION	1	365.00	365.00
Retail Price of Miscellaneous Items :			\$	365.00
Untaxed Retail Price of Redwood System :			\$	16,960.50
* 5.00% Sales Tax on \$ 14,528.50 :			\$	726.43
Total Retail Price of Redwood System :			\$	17,686.93

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 514 FILE 57 Identifying File No. 222755

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated June 26, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

131277

RECORDS FILE NUMBER 2007  
 134 S. LEHIGH STREET  
 BALTIMORE, MARYLAND 21202

1. DEBTOR  
 Name The Laurel East Motel, A Limited Partnership  
 Address 2040 South Hamilton Road, Columbus, Ohio 43232

2. SECURED PARTY  
 Name Cardinal Industries Mortgage Company  
 Address 4321 Donlyn Court, Columbus, Ohio 43232

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) July 1, 1992

4. This financing statement covers the following types (or items) of property: (list)  
See Exhibit A attached hereto and incorporated herein by this reference.

Name and address of Assignee

1350

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

The Laurel East Motel, A Limited Partnership, By Cardinal Industries Services Corporation, its Sole General Partner

*Thomas A. Clark*  
 (Signature of Debtor)  
 Thomas A. Clark, Assistant Secretary  
 \_\_\_\_\_  
 Type or Print Above Name on Above Line

\_\_\_\_\_  
 (Signature of Debtor)  
 \_\_\_\_\_  
 Type or Print Above Signature on Above Line

CARDINAL INDUSTRIES MORTGAGE COMPANY

*Bryan R. Portz*  
 (Signature of Secured Party)  
 Bryan R. Portz, Vice President  
 \_\_\_\_\_  
 Type or Print Above Signature on Above Line



BOOK 514 PAGE 58

Exhibit A

DESCRIPTION OF LOT 1  
PARKWAY CROSSING INC.  
FOURTH DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

Lot 1 as shown on the plat entitled "Minor Subdivision Plat Lot 1 and Residue Parcel of Parkway Crossing, Inc." dated November, 1986, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book No. 106, Page 33.

EXHIBIT B

All personal property, tangible and intangible, now owned or hereafter acquired by Borrower and now or hereafter located in, on, or about the real estate described in the attached financing statement, or used or intended to be used in connection with said real estate or intended or designated (wherever located) to be incorporated into the structures situated or to be situated on said real estate including, but not limited to, all building materials, inventory, equipment, machinery, tools, supplies, furniture, furnishings, fixtures, stoves, ranges, refrigerators, dishwashers, clothes washers, clothes dryers, trees and plants, power systems, heating, cooling and ventilating systems, sewage and garbage disposal systems, radio, telephone, television and communication systems, electric, gas and water distribution systems, food service systems, fire prevention, alarm and security systems, laundry systems, computing and data processing systems and all hardware and software therefor, floor, wall and ceiling coverings, draperies, blinds and window treatments; and all rentals, revenues, payments, repayments, deposits, income, charges and monies derived from the use, lease, sublease rental or other disposition of said real estate and the proceeds from any insurance or condemnation award pertaining thereto; and all accounts, contract rights, general intangibles, income tax refunds, actions and rights in action, instruments and documents; and all permits, consents, approvals, licenses or authorizations of all governmental or regulatory authorities or of any persons, corporations, partnerships or other entities, used or intended to be used in connection with said real estate.

0446f

268356

800 514 811 60

FINANCING STATEMENT

Loan Amount \$7,500.00  
A. A. Circuit Court  
XXX subject to recordation tax

1. Name of Debtor: Donald L. Moore  
Address: 7855 Freetown Road  
Glen Burnie, MD 21061

Filing Fees \$75.00

2. Name of Secured Party: Annapolis Bank & Trust Co.  
Address: P. O. Box 311  
Annapolis, MD 21404

3. Name of Assignee: Annapolis Banking & Trust Co.  
Address: Annapolis, Maryland

SEARCH FEE 11.00  
INDEX FEE 22.50  
RECORDING FEE 50  
TOTAL 84.50  
JUN 30 1987  
OK

4. This Financing Statement covers the following types (or items) of property:

- 1 Stone 1987 E-Z Loader 1 1/2 ton roller Serial #2471043
- 1 Ditch Witch S2 Trailer SD70404

5. (If collateral is goods which are or are to become fixtures—describe real estate, include house number and street or block reference where applicable, type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

Debtor:

Secured Party:

*Donald L. Moore*  
Donald L. Moore

Annapolis Bank & Trust Co.  
(Type Name of Dealership)

*Karen Q. Trettin*  
Karen Q. Trettin / Branch Officer  
(Type Name and Title)

(NOTE) Type name under each signature and if company, type name of company and name and title of authorized signer.

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above)

11-5250-50

268357

514 61

FINANCING STATEMENT

TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDING TAX

DEBTORS:

Mark R. Vogel  
The Watergate  
600 New Hampshire Avenue, N.W.,  
Washington, D.C. 20037

SECURED PARTY:

SECOND NATIONAL FEDERAL  
SAVINGS BANK  
P. O. Box 2558  
Salisbury, Maryland 21801

and

FISHING CREEK FARMS ASSOCIATES, INC.  
c/o Mark R. Vogel companies  
600 New Hampshire Avenue, N.W.,  
Washington, D. C. 20037

RECORDED FE 12.00  
INDEX .50  
FISHING CREEK FARMS ASSOCIATES, INC.  
OCT 30 1987

This Financing Statement covers the following of property:

All right, title, and interest of Debtors in the Agreement of Sale dated November 14, 1985, by and between Margaret Huguely, individually, and George W. Huguely, III, Jeffrey A. Huguely and American Security Bank, Trustees under the Will of George W. Huguely, Jr., and evidenced by the Assignment of Agreement of Sale dated May 30, 1986, by and between Mark R. Vogel and Second National Building & Loan, Inc.; the Addendum To Assignment of Agreement of Sale dated October 3, 1986, by and between the same parties; and, the Second Addendum To Assignment of Agreement of Sale of even date herewith by and between the same parties.

The proceeds of collateral are covered.

DEBTORS

Mark R. Vogel  
Mark R. Vogel

SECURED PARTY:

SECOND NATIONAL FEDERAL  
SAVINGS BANK

FISHING CREEK FARMS ASSOCIATES, INC.

BY: Marion J. Minker, Jr.  
Marion J. Minker, Jr.

BY: Mark R. Vogel  
Mark R. Vogel,  
President

TO THE FILING OFFICER: Please return to:

David S. Bruce  
Blumenthal, Wayson, Downs & Offutt, P. A.  
80 West Street  
Annapolis, Maryland 21401

s40148ms.fsf

*Handwritten initials*

RECORD: CHATTEL RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

*June 29 1987*, 1987

Not subject to Recordation Tax  
Principal amount of debt secured is:  
\$536,000.00

RECORD FEE 17.00  
POSTAGE .50  
#35331 0277 R02 T11:36  
JUL 1 87  
CX

FINANCING STATEMENT

- 1. INDEMNITOR: Address:  
GERALD HERSON 15525 Frederick Road  
Rockville, Maryland 20855
- 2. SECURED PARTY: Address:  
FIRST AMERICAN BANK OF MARYLAND 8401 Colesville Road  
Silver Spring, Maryland 20910  
Attention: Real Estate Department
- 3. TRUSTEES: Address:  
WILLIAM E. THOMPSON and 8401 Colesville Road  
MARY C. SWAIN Silver Spring, Maryland 20910  
Attention: Real Estate Department
- 4. THIS FINANCING STATEMENT COVERS:

All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 7 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any

Return to: Real Title Company, Inc.  
2009 14th Street North  
Arlington, VA 22201

*505300*

improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, all tap fees and deposits with utility companies, and all permits and the like, relating to or utilized in connection with the Premises or any improvements or appurtenant facilities erected or to be erected upon or about the Premises; and

All earnings, revenues, rents, issues, profits, avails and other income of and from the Premises and the collateral; and

All awards or payments in lieu thereof, including interest thereon, and the right to receive same as a result of any taking or condemnation pursuant to any governmental or other power of eminent domain or changes of grade, alignment, access rights or other street alterations, or other sources of funds available due to any injury to the Premises or the state or value thereof.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits of even date given by the Debtor to the Trustees named above, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure the indebtedness owned by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affects, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "A" attached hereto and by this reference incorporated herein and are more particularly described in the Indemnity Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits hereinabove referenced.

WITNESS:

INDEMNITOR:

Jean G Kaufman

Gerald Herson

[SEAL]

514 84

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910  
Attention: Mary C. Swain  
Real Estate Department

All that lot of ground situate in the Third Assessment District of Anne Arundel County, State of Maryland described as follows:

BEGINNING FOR THE SAME at a point on the shore line of the Chesapeake Bay, said point of beginning being South 14 degrees 30 minutes East 290.2 feet from the center of a pond outlet at the northwest corner of the property of William Tilghman Emory, thence leaving said shore line of said Chesapeake Bay, South 78 degrees 48 minutes West 214 feet, thence south 52 degrees 24 minutes West 100 feet, and South 19 degrees 26 minutes East 120 feet to a pipe set on the north side of a 10' right of way, thence with said north side of said right of way with the use thereof in common, North 59 degrees East 77.4 feet to a pipe set at the end of same, thence North 59 degrees East 22.6 feet to a pipe, thence north 13 degrees 31 minutes West 20 feet to an old stake, and thence North 70 degrees 34 minutes East 200 feet to a pipe set on the shore line of said Bay, thence with said shore line, 80 feet to the place of beginning. It being understood and agreed that this description binds this lot on the waters of the Chesapeake Bay so as to include the riparian rights therein.

TOGETHER WITH the right of irrevocable ingress and egress to and from a public right-of-way over the road described on plat appearing on folio 117 as an attachment to Deed recorded in Liber FSR 59 at folio 113 and created in the first covenant contained in said Deed.

Exhibit "A"

(Description of Real Property)

268359

514 68

FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es) Ryan Financial Services, Inc. 111 Ryan Court Pittsburgh, PA 15205	2 Secured Party(ies) and address(es) Pittsburgh National Bank, as Agent Fifth Avenue and Wood Street Pittsburgh, Pennsylvania 15265 Attn: Commercial Real Estate Dept.	3 Maturity date (if any):  For Filing Officer (Date, Time, Number and Filing Office)
4 This financing statement covers the following types (or items) of property  The property covered in this Financing Statement is described in Exhibit I hereto which is made a part hereof.  The Undersigned secured transaction being publicized by this Financing Statement is not subject to the Recordation Tax imposed by ARTICLE 12 § 102, <del>103</del> annotated Code of MARYLAND as amended		5 Assignee(s) of Secured Party and Address(es)    RECORD FEE 13.00 POSTAGE .50
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.		Filed with: #004610 0345 R03 T11:55 Clerk of the Circuit Court, of Anne Arundel County, MD

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented

Ryan Financial Services, Inc. Pittsburgh National Bank, as Agent  
 Tony Cordera Michael Hannon  
 By Tony M. Cordera VP By Michael Hannon  
 Signature(s) of Debtor(s) Title Signature(s) of Secured Party(ies) Title

STANDARD FORM - FORM UCC-1.

514 07  
EXHIBIT I

All of Debtor's right, title and interest in, to and under all of the following described property, whether now owned or hereafter acquired by the Debtor:

(i) all promissory notes, debentures, bonds or other instruments now or hereafter owned, purchased or otherwise acquired by the Debtor, which are secured by mortgages, deeds of trust or other security deeds in land, interests in real property (including, without limitation, leasehold interests), improvements and fixtures located on or used in connection with real property or other rights and interests in real property (hereafter referred to as "Mortgage Loans") other than (a) Mortgage Loans held only for servicing by the Debtor, (b) Mortgage Loans made to a franchisee of Ryan Homes, Inc. or Ryan Operations, G.P. for the construction of residential property, which Mortgage Loans have been pledged to secured Indebtedness permitted under Section 8.02(a)(xii) of that certain Term Loan and Revolving Credit Agreement dated as of June 23, 1987 (the "Loan Agreement") by and among Ryan Homes, Inc., Ryan Financial Services, Inc., Ryan Operations G.P. and NVRyan L.P., and Pittsburgh National Bank, Maryland National Bank, Citicorp Real Estate, Inc., The Bank of New York, Irving Trust Company, the First National Bank of Boston, Perpetual Savings Bank, F.S.B., Sovran Bank, N.A., Lloyds Bank PLC and The Union National Bank of Pittsburgh (collectively, the "Banks") and Pittsburgh National Bank, as agent for the Banks, and (c) Mortgage Loans and the below listed items related thereto which are pledged to secure Debtor's existing lines of credit, if any, referred to in Schedule 7 to the Loan Agreement, until the earlier of Debtor's termination of such lines of credit or December 23, 1987.

(ii) all securities which evidence a direct or indirect interest in a group of loans secured by mortgages on residential real estate, including without limitation, mortgage backed securities, collateralized mortgage backed obligations and any real estate investment conduits, now or hereafter at any time owned, purchased or otherwise acquired by the Debtor (hereinafter referred to as "Securities");

(iii) guaranties and other instruments, if any, by which the persons or entities executing the same guarantee, among other things, the payment or performance of the Mortgage Loans;

(iv) title insurance policies, title insurance binders, commitments or reports insuring or relating to the foregoing;

(v) surveys, private mortgage insurance policies, bonds, hazard and liability insurance policies, participation agreements and any other agreement, instrument or document pertaining to, affecting, obtained by the Debtor in connection with, or arising out of, the Mortgage Loans;

(vi) Purchase commitments from investors to purchase (a) from the Debtor, Mortgage Loans or Securities or (b) debt obligations of, or interests in, subsidiaries of the Debtor, the return of the principal of which is dependant on payment of Mortgage Loans or Securities, hedge contracts wherein the Debtor has hedged the interest rate risk on Securities, commitments and other agreements from the Government National Mortgage Association, Federal

National Mortgage Association or Federal Home Loan Mortgage Corporation to guaranty certain Securities to be issued by the Debtor, commitments to insure or guaranty any Mortgage Loans, and any other commitments and other agreements to purchase any Mortgage Loans or Securities;

(vii) collections on any and all of the foregoing;

(viii) any other asset of the Debtor which has been, or hereafter at any time is, delivered to the Secured Party as collateral;

(ix) all files, certificates, correspondence, appraisals, computer programs, tapes, discs, cards, accounting records, and other records, information and data of the Debtor relating to the Mortgage Loans and necessary to administer and service such Mortgage Loans;

(x) financing statements, if any, perfecting the Debtor's security interests in any of the foregoing; and

(xi) any and all proceeds of any of the foregoing.

The specificity of the foregoing shall not limit the extent of the Secured Party's security interest in any other property of the Debtor which is perfected by means of one or more other financing statements or by any other means.

208300

300: 514 1987 59

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es)  Ryan Operations G.P. 100 Ryan Court Pittsburgh, PA 15205	2 Secured Party(ies) and address(es)  Pittsburgh National Bank, as Agent Fifth Avenue and Wood Street Pittsburgh, Pennsylvania 15265 Attn: Commercial Real Estate Dept.	3 Maturity date (if any)  For Filing Officer (Date, Time Number, and Filing Office)
---	---	--

4 This financing statement covers the following types (or items) of property

The property covered by this Financing Statement is described in Exhibit I hereto which is made a part hereof.

The underlying secured transaction being publicized by this Financing Statement is not subject to the recordation tax imposed by Article 12 § 108(k) Annotated Code of Maryland.

5 Assignee(s) of Secured Party and Address(es)

RECORD FEE 11.00  
POSTAGE .50  
#004600 0345 R03 711:55  
07/01/87  
CK

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with  
Clerk of the Circuit Court  
of Anne Arundel County, MD

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented

Ryan Operations G.P.		Pittsburgh National Bank, as Agent	
By <u>Paul C. Saville</u>	Title	By <u>Michael Hannon</u>	Title
Signature(s) of Debtor(s)		Signature(s) of Secured Party(ies)	

(1) Filing Officer Copy-Alphabetical      STANDARD FORM - FORM UCC-1.      (For Use in Most States)

EXHIBIT I

All of the Debtor's rights, title and interest in, to and under the following described property, whether now owned or hereafter acquired (words and terms defined in the Uniform Commercial Code shall have the same meanings when used herein):

- (i) all general intangibles of the Debtor, including general intangibles now in existence and those that shall hereafter arise;
- (ii) all accounts of the Debtor, including accounts now in existence and those that shall hereafter arise, subject to any security interest in such accounts securing letters of credit issued for the account of NVRyan L.P. or any of its consolidated subsidiaries, including the Debtor;
- (iii) all inventory of the Debtor, including inventory which it now owns and that which it shall hereafter acquire;
- (iv) all chattel paper of the Debtor, including chattel paper which it now owns and that which it shall hereafter acquire;
- (v) all equipment (including fixtures) of the Debtor, including equipment which it now owns and that which it shall hereafter acquire;
- (vi) all documents of the Debtor including documents which it now owns and those which it shall hereafter acquire;
- (vii) all instruments, letters of credit and advices of credit of the Debtor, including those which it now owns and those which it shall hereafter acquire;
- (viii) all other property of the Debtor at any time delivered to or in the possession of the Secured Party;
- (ix) any property the Debtor has given or may give in the future to the Secured Party to secure its indebtedness;
- (x) all of the Debtor's interest in any legal entity organized as a joint venture or a general or limited partnership in which the Debtor now owns or hereafter acquires an interest, including, without limitation, the right to receive profits and liquidation proceeds therefrom and any and all rights contained in any partnership agreement;
- (xi) all shares of capital stock of any legal entity organized as a corporation in which the Debtor now owns or hereafter acquires an equity interest, including, without limitation, all securities and additional securities receivable in respect of or in exchange for such securities, all rights to subscribe for securities incident to or arising from ownership of such securities, all cash, interest, stock and other dividends or distributions paid or payable on such securities, and all books and records pertaining to the foregoing, but not including shares of H. H. Robertson Company, United Savings Bank and Federal National Mortgage Association owned by the Debtor; and
- (xii) all additions to and substitutions for and products and proceeds (including insurance proceeds) of any of the properties mentioned in clauses (i) through (xi) above.

268361

BOOK 514 PAGE 71

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

Ryan Homes, Inc.  
100 Ryan Court  
Pittsburgh, PA 15205

2 Secured Party(ies) and address(es)

Pittsburgh National Bank,  
as Agent  
Fifth Avenue and Wood Street  
Pittsburgh, Pennsylvania 15265  
Attn: Commercial Real Estate Dept.

For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property

The property covered by this Financing Statement is described in Exhibit I hereto which is made a part hereof.  
The underlying secured transaction being publicized by this Financing Statement is not subject to the recordation tax imposed by ARTICLE 12 § 108(k) Annotated Code of Maryland.

RECORD FEE 11.00

5 Assignee(s) of Secured Party and Address(es)

#004590 0345 R03 T11:54

07/01/87

OK

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with

Clerk of the Circuit Court  
of Anne Arundel County, MD

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Ryan Homes, Inc.

Pittsburgh National Bank, as Agent

By Paul C. Sayille  
Signature(s) of Debtor(s) Title

By Michael Hannon  
Signature(s) of Secured Party(ies) Title

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

EXHIBIT I

All of the Debtor's right, title and interest in, to and under the following described property, whether now owned or hereafter acquired (words and terms defined in the Uniform Commercial Code shall have the same meanings when used herein):

- (i) all general intangibles of the Debtor, including general intangibles now in existence and those that shall hereafter arise;
- (ii) all accounts of the Debtor, including accounts now in existence and those that shall hereafter arise, subject to any security interest in such accounts securing letters of credit issued for the account of NVRyan L.P. or any of its consolidated subsidiaries, including the Debtor;
- (iii) all inventory of the Debtor, including inventory which it now owns and that which it shall hereafter acquire;
- (iv) all chattel paper of the Debtor, including chattel paper which it now owns and that which it shall hereafter acquire;
- (v) all equipment (including fixtures) of the Debtor, including equipment which it now owns and that which it shall hereafter acquire;
- (vi) all documents of the Debtor including documents which it now owns and those which it shall hereafter acquire;
- (vii) all instruments, letters of credit and advices of credit of the Debtor, including those which it now owns and those which it shall hereafter acquire;
- (viii) all other property of the Debtor at any time delivered to or in the possession of the Secured Party;
- (ix) any property the Debtor has given or may give in the future to the Secured Party to secure its indebtedness;
- (x) all of the Debtor's interest in any legal entity organized as a joint venture or a general or limited partnership in which the Debtor now owns or hereafter acquires an interest, including, without limitation, the right to receive profits and liquidation proceeds therefrom and any and all rights contained in any partnership agreement;
- (xi) all shares of capital stock of any legal entity organized as a corporation in which the Debtor now owns or hereafter acquires an equity interest, including, without limitation, all securities and additional securities receivable in respect of or in exchange for such securities, all rights to subscribe for securities incident to or arising from ownership of such securities, all cash, interest, stock and other dividends or distributions paid or payable on such securities, and all books and records pertaining to the foregoing, but not including shares of H. H. Robertson Company, United Savings Bank and Federal National Mortgage Association owned by the Debtor; and
- (xii) all additions to and substitutions for and products and proceeds (including insurance proceeds) of any of the properties mentioned in clauses (i) through (xi) above.

300: 514 DATE 73

268363

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es)

NVRyan L.P.  
1355 Beverly Road  
McLean, VA 22101

2 Secured Party(ies) and address(es)

Pittsburgh National Bank,  
as Agent  
Fifth Avenue and Wood Street  
Pittsburgh, Pennsylvania 15265  
Attn: Commercial Real Estate Dept.

3 Maturity date (if any)

For Filing Officer (Date, Time,  
Number, and Filing Office)

4 This financing statement covers the following types (or items) of property

The property covered by this Financing Statement  
is described in Exhibit I hereto which is made  
a part hereof.

The underlying secured transaction being publicized by  
this Financing Statement is not subject to the recordation  
tax imposed by Article 12 § 108(k) Annotated Code of  
Maryland.

5 Assignee(s) of Secured Party and  
Address(es)

RECORD FEE 11.00

POSTAGE .50

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:

#004620 0345 R03 711:56

Clerk of the Circuit Court  
of Arundel County, MD

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered. No. of additional Sheets presented:

NVRyan L.P.

Pittsburgh National Bank, as Agent

By:

*Peter Hazeloop*  
Peter Hazeloop  
Signature(s) of Debtor(s)

Title

By:

*Michael Hannon*  
Michael Hannon  
Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

EXHIBIT I

514 74

All of the Debtor's rights, title and interest in, to and under the following described property, whether now owned or hereafter acquired (words and terms defined in the Uniform Commercial Code shall have the same meanings when used herein):

- (i) all general intangibles of the Debtor, including general intangibles now in existence and those that shall hereafter arise;
- (ii) all accounts of the Debtor, including accounts now in existence and those that shall hereafter arise, subject to any security interest in such accounts securing letters of credit issued for the account of NVRyan L.P. or any of its consolidated subsidiaries, including the Debtor;
- (iii) all inventory of the Debtor, including inventory which it now owns and that which it shall hereafter acquire;
- (iv) all chattel paper of the Debtor, including chattel paper which it now owns and that which it shall hereafter acquire;
- (v) all equipment (including fixtures) of the Debtor, including equipment which it now owns and that which it shall hereafter acquire;
- (vi) all documents of the Debtor including documents which it now owns and those which it shall hereafter acquire;
- (vii) all instruments, letters of credit and advices of credit of the Debtor, including those which it now owns and those which it shall hereafter acquire;
- (viii) all other property of the Debtor at any time delivered to or in the possession of the Secured Party;
- (ix) any property the Debtor has given or may give in the future to the Secured Party to secure its indebtedness;
- (x) all of the Debtor's interest in any legal entity organized as a joint venture or a general or limited partnership in which the Debtor now owns or hereafter acquires an interest, including, without limitation, the right to receive profits and liquidation proceeds therefrom and any and all rights contained in any partnership agreement;
- (xi) all shares of capital stock of any legal entity organized as a corporation in which the Debtor now owns or hereafter acquires an equity interest, including, without limitation, all securities and additional securities receivable in respect of or in exchange for such securities, all rights to subscribe for securities incident to or arising from ownership of such securities, all cash, interest, stock and other dividends or distributions paid or payable on such securities, and all books and records pertaining to the foregoing, but not including shares of H. H. Robertson Company, United Savings Bank and Federal National Mortgage Association owned by the Debtor; and
- (xii) all additions to and substitutions for and products and proceeds (including insurance proceeds) of any of the properties mentioned in clauses (i) through (xi) above.

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1  
BOOK 514 FILE 73  
Identifying File NO. 000000

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_  
If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HOLIDAY UNIVERSAL, INC.  
Address 300 East Joppa Road, Towson, Maryland 21204 PLEASE CROSS INDEX

2. SECURED PARTY

Name FINANCIAL INVESTMENT ASSOCIATES INCORPORATED  
Address 191 Waukegan Road - Suite 106, Northfield, Illinois 60093



Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED SHEETS  
REF: Lease Agreement No. 401-60-1001-02, Schedule A-01  
Supplied by: SEE ATTACHED SHEETS  
EQUIPMENT LOCATED AT: HOLIDAY UNIVERSAL, INC., d/b/a GLEN BURNIE,  
7138 Ritchie Highway, Glen Burnie, Maryland 21061  
Filed with Clerk of Circuit Court - Anne Arundel

NOT SUBJECT TO RECORDATION TAX

RECORD FEE 13.00  
POSTAGE .50  
#004680 0040 R03 114:25  
07/01/87  
UK

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

X [Signature] Treasurer  
(Signature of Debtor)  
HOLIDAY UNIVERSAL, INC.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

C. Smith  
(Signature of Secured Party)  
FINANCIAL INVESTMENT ASSOCIATES INCORPORATED  
Type or Print Above Signature on Above Line

130 5



Equipment more fully described on attached sheets plus any additions, substitutions or replacement thereof, located at HOLIDAY UNIVERSAL, INC. d/b/a GLEN BURNIE, 7138 Ritchie Highway, Glen Burnie, Maryland 21061, under an Equipment Master Lease Agreement No. 401-60-1001-02, Schedule A-01 dated June 5, 1987 between Debtor as Lessee and Secured Party or its Assigns as Lessor.

DEBTOR AS LESSEE: HOLIDAY UNIVERSAL, INC.  
300 East Joppa Road  
Towson, Maryland 21204

SECURED PARTY AS LESSOR: FINANCIAL INVESTMENT ASSOCIATES INCORPORATED



The Symbol of Fitness

BOOK 514 PAGE 77

Paramount Fitness Equipment Corp.  
6450 East Bandini Blvd., Los Angeles, CA 90040-3185  
Telephone (213) 721-2121

INVOICE NO. 00010878  
REF: DIRECTV NO. 011240

0 095010  
1 U.S. HEALTH, INC.  
D 360 E. JEFFER ROAD, SUITE 703  
T TOWSON, MD 21284

S  
H HOLIDAY SPA GLEN BURRITE  
P 7168 NORTH RITCHIE HWY  
T GLEN BURRITE, MD

DATE	BUYER P.O.	BUYER NAME	BUYER'S PHONE	SHIP TO PHONE	ESTIMATED SHIP DATE	SALESPERSON
01/86	206143	PAM DOWMAN	(301) 296-8800	(301) 768-0300	11/26/86	CHRIS J. CREI

TERMS	FREIGHT	F.O.B. FACTORY	SHIPPED/INVOICE DATE
NET 30	PPD ADD	11/25/86	11/25/86

QTY	QTY (S&H)	B/O	MODEL NUMBER	DESCRIPTION	SERIAL NUMBER	UNIT PRICE	TOTAL
2	2		EST-CR	SQUAT, CHROME REG. WTS.	002,003	2,410.00	3,654.00
1	1		EST-ZECC	CHEST PRESS, STANDARD, CHROME REG. WTS.	001	1,840.00	1,840.00
2	2		EST-1000	LEG CURL, CHROME OPT. WTS.	006,007	1,810.00	2,534.00
2	2		EST-700	LAT PULLDOWN, CHROME OPT. WTS. & CHAIR	001,007	1,955.00	2,737.00
2	2		EST CHAIR	LAT CHAIR FOR SET-7		125.00	273.00
2	2		EST-1900	LEG EXTENSION, CHROME OPT. WTS.	002,003	1,785.00	2,499.00
2	2		EST-800	LOW PULLEY, CHROME OPT. WTS.	003,006	1,435.00	2,870.00
2	2		007	LIT-UP BOARD/T-BAR & KNEE REST, MAHOGA		595.00	838.00
2	2		206	ROMAN EXERCISE BENCH, CHROMED	013,013	480.00	752.00
2	2		EST-1500	VERTICAL KNEE RAISE, CHROMED		395.00	553.00
2	2		EST-1800	VERTICAL BUTTERFLY, CHROME, 110LB WTS	021,025	2,050.00	2,870.00
1	1		EST-180R	SHOULDER PRESS, STANDARD, CHROME REG. WT	001	1,805.00	1,263.50
2	2		EST-2	BOARD SIT-UP RACK, CHROMED		225.00	315.00

SCHEDULE A

TERY COLOR:                      SPECIAL NOTES:                     

INSTALLATION	945.45	SUBTOTAL	22,070.50
FREIGHT	2,070.00	TOTAL	25,099.95
LESS DEPOSIT	25,099.95	BALANCE DUE	0.00

*RF*  
INITIALS

268361

BOOK 514 PAGE 78

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) <i>114 Madison Bookland St. Amherst, OH 44001</i>	2 Secured Party(ies) and Address(es) <i>114 Madison Bookland St. Amherst, OH 44001</i>	3 For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50 APPROPRIATE FILING OFFICE JUL 1 87 CK
--	---	---

4 This financing statement covers the following types (or items) of property:

*The following property is being used as collateral for the loan described in the attached promissory note. This is a purchase money loan. The loan is secured by the collateral described in the promissory note. The loan is being used to purchase the collateral.*

All taxes paid to State Department of Assessment and Taxation.

Check  if covered:       Products of Collateral are also covered      No. of additional sheets presented:

Filed with \_\_\_\_\_ (USE WHICHEVER SIGNATURE LINE IS APPLICABLE)

By: *Leland A. B. Johnson*      By: *John T. Kline*  
Signature(s) of Debtor(s)      Signature(s) of Secured Party(ies)

Filing Office Copy - Appropriate  
STANDARD FORM -  
UNIFORM COMMERCIAL CODE - UCC-1

This form of financing statement is approved by the Secretary of State

Revised, Am. S.B. 161, Eff. 3/15/82  
anderson publishing co. cincinnati, ohio 45201

268365

BOOK 514 PAGE 79

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.	.....
Date &	.....
Hour	.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
KOONS FORD OF ANNAPOLIS RONALD L. HENDRICK	2540	RIVA RD	ANNAPOLIS MD	21401

Name of Secured Party or assignee	No.	Street	City	State
SIKKENS/AKZO COATINGS AMERICA	3295	RIVER EXCHANGE DR	NORCROSS GA	30092

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

MINI CAROUSEL	# 32430
VIEWER	# 32431
SCALE	# 360 80074

OTHER ACCESSORIES

STIRRING LIDS, COLOR DOCUMENTATION KIT

RECORDED FEE 12.00  
 SEARCH FEE .50  
 ... 157 0345 801 711:17  
 JUL 1 87

CK

RETURN TO:

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4.  Proceeds of collateral are also covered:       Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ *is* not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

KOONS FORD ANNAPOLIS	SIKKENS/AKZO COATINGS AMER (Seal)
<i>Ronald L. Hendrick</i>	(Corporate, Trade or Firm Name)
<i>Ronald L. Hendrick</i>	<i>William Jones</i>
G/MGR	Signature of Secured Party or Assignee
(Type or print name under signature)	WILLIAM JONES - BR MGR.
	(Owner, Partner or Officer and Title)
	(Signatures must be in ink)

1250

268366

FINANCING STATEMENT

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use	
File No.	.....
Date &	.....
Hour	.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
WILLIAMS, WILLIAM	223 MAYO RD	EDGEWATER	MD	21037
( B AND B AUTO BODY )				

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
SIKKENS/AKZO COATINGS AMERICA	3295 RIVER EXCHANGE DR.	NORCROSS	GA	30092

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

ECONOMY MACHINE-LEASE TRANSACTION#31563	
DELUXE	31512
VIEWER	31577
SCALE	3510009 EXP. PROOF

OTHER ACCESSORIES:

STIRRING LIDS, COLOR DOCUMENTATION KIT.

RECORDED FEE 12.00  
 STAMP FEE .50  
 REGISTERED MAIL 711:17  
 JUL 1 87  
 CK

(If affixed to realty—state value of each article)

RETURN TO:

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4.  Proceeds of collateral are also covered:       Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

William Williams  
 WILLIAM WILLIAMS

SIKKENS/AKZO COATINGS AMER (Seal)  
 (Corporate, Trade or Firm Name)

Donald Blumberg DM  
 Signature of Secured Party or Assignee

B AND B AUTO BODY  
 (Type or print name under signature)

(Owner, Partner or Officer and Title)  
 (Signatures must be in ink)

175

268367

BOOK 514 PAGE 81

FINANCING STATEMENT

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use	
File No.	.....
Date &	.....
Hour	.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
BARTLETT, RAYMOND (SUPERIOR AUTO BODY)	758 MD RT 3	NORTH	GAMBRILLS	MD

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
SIKKENS/AKZO COATINGS AMERICA	3295 RIVER EXCHANGE DR.		NORCROSS GA	30092

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

MINI CAROUSEL-LEASE TRANSACTION #30055

VIEWER 31062

SCALE 35110008

OTHER ACCESSORIES:

STIRRING LIDS, COLOR DOCUMENTATION KIT

RECORD FEE 12.00  
 STAMP .50  
 JUL 1 1987  
 CK

RETURN TO:

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

Raymond Bartlett

RAYMOND BARTLETT

SUPERIOR AUTO BODY

(Type or print name under signature)

SIKKENS/AKZO COATINGS AMERICA (Seal)

(Corporate, Trade or Firm Name)

Donald E. Blumberg DMH

Signature of Secured Party or Assignee

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

1200

BOOK 514 PAGE 82

268308

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.	.....
Date &	.....
Hour	.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
WOOTTON, DAVID V.P. (WOOTTON MOTOR CARS)	8065	RITCHIE HWY	PASADENA MD	21222

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
SIKKENS/AKZO COATINGS AMERICA	3295	RIVER EXCHANGE DR.	NORCROSS GA	30092

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

ECONOMY-LEASE TRANSACTION	#31513
VIEWER	545-31575
SCALE	50035
OTHER ACCESSORIES:	
STIRRING LIDS, COLOR DOCUMENTATION KIT.	

RECORD FEE 12.00  
 STAMP FEE .50  
 JUL 1 1987  
 CK

RETURN TO:

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
 The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor (s) or assignor (s)

David Wootton

DAVID WOOTTON, VICE PRES.  
WOOTTON MOTOR CARS

(Type or print name under signature)

SIKKENS/AKZO COATINGS AMER. (Seal)  
(Corporate, Trade or Firm Name)

Don Blumberg DM II  
Signature of Secured Party or Assignee

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

PU co only

125

268369

300 514 83

FINANCING STATEMENT

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use	
File No.	.....
Date &	.....
Hour	.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
GESEK'S BODY PAINT	200	ARUNDEL CORP. RD	GLEN BURNIE MD	21061

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
SIKKENS/AKZO COATINGS AMERICA	3295	RIVER EXCHANGE DR.	NORCROSS GA	30092

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

MACHINE-LEASE TRANSACTION	#545	32271
VIEWER	545	32207
SCALE	360	50044
OTHER ACCESSORIES: STIRRING LIDS, COLOR DOCUMENTATION KIT.		

RECORDED FEE 12.00  
 STAMP FEE .50  
 JUL 1 1987  
 CR

RETURN TO:

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4.  Proceeds of collateral are also covered:       Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

<u>Stanley J. Gesek</u>	SIKKENS/AKZO COATINGS AMER (Seal)
	(Corporate, Trade or Firm Name)
<u>STANLEY J. GESEK</u>	<u>Donald E. Blumberg DM II</u>
	Signature of Secured Party or Assignee
GESEK'S BODY PAINT	
(Type or print name under signature)	(Owner, Partner or Officer and Title) (Signatures must be in ink)

*Handwritten initials/signature*

FINANCING STATEMENT FORM UC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gerald A. Salter and Denice A. Salter

Address 8002 Levton Place, Springfield, Va. 22152

2. SECURED PARTY

Name First Commercial Corporation

Address 303 Second St., Annapolis, Md. 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORDED FEE 12.00  
MORTGAGE .50  
TOTAL FEE 12.50  
JUL 1 1987

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1987 President, Double Cabin, HIN# MY137056C87 with 1987 Crusader Twin 350 hp engines serial nos. P: 63467 S: 63468

Anchorage: Shadyside, Md.

Assignee: Society for Savings  
1290 Silas Deane Hwy.  
Wethersfield, CT 06109

CR

CHECK (X) THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Gerald L. Salter  
(Signature of Debtor)

Gerald L. Salter  
Type or Print Above Name on Above Line

Denice A. Salter  
(Signature of Debtor)

Denice A. Salter  
Type or Print Above Signature on Above Line

FIRST COMMERCIAL CORPORATION

Randolph Faust  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

D-50

Anne Annot

BOOK 514 PAGE 95

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. MATURITY DATE (If Any): 10JUN88  
FOR FILING OFFICER (Date, Time and Filing Office):

1. DEBTOR(S) (Last Name First) and ADDRESS(ES)

2. SECURED PARTY(IES) and ADDRESS(ES)

GABLE DAVID E  
4315 OWENS BROOKE CT  
WEST RIVER MD 20778  
219648060 AA

JOHN DEERE COMPANY  
P. O. BOX 4949  
SYRACUSE NY 13221

4. This statement refers to original Financing Statement bearing File No. 462-520-247699

Filed with ANNE ARUNDEL MD

Date Filed 10JUN83

5.  CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.

6.  TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.

7.  ASSIGNMENT - The Secured Party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.

8.  AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in item 10.

9.  RELEASE - Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.

10. [Redacted]

TO: CLERK OF CIRCUIT CRT  
& UCC DIVISION  
ANNAPOLIS MD 21403

Number of Additional Sheets Presented: 02MAY87

JOHN DEERE COMPANY  
By: [Signature] MANAGER OF PROCESSING

By: [Signature] Signature(s) of Debtor(s) (Necessary only if item 8 is applicable)

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC 3

10.50

RECORD FEE 10.00  
POSTAGE .50  
M22432 0345 001 T11:19  
JUL 1 87  
OK

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 20837

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 5-29-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Alvin Maier  
Address 3466 Godspeed Court Davidsonville, Md. 21035

RECORD FEE 11.00  
NOTARIAL FEE .50  
STATE TAX 11.26  
TOTAL 22.76  
JUL 1 87  
K

2. SECURED PARTY

Name Tull Bros. Inc.  
Address 1408 Stein Highway Seaford, De. 19973

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 - Used Case 1835 Gas Uni-loader SN 9854124  
with new 60" material bucket and new forklift attachment.

Recordation tax exempt. Conditional sales contract signed by debtor. The secured party is the seller.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

5. Assignee(s) of Secured Party and Address(es)  
J. I. CASE CREDIT CORP.  
5790 Widewaters Parkway  
DeWitt, N.Y. 13214

Alvin R. Maier  
(Signature of Debtor)

Alvin Maier  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

11/50

Tull Bros. Inc.  
Cecil B. Tull  
(Signature of Secured Party)

Cecil B. Tull, Treasurer  
Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 268373

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bollinger, Dale Elwood  
Address 502 Southview Drive Riva, MD 21140

2. SECURED PARTY

Name Siems Rental & Sales Company, Inc.  
Address 3638 Clipper Mill Road Baltimore, MD 21211  
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:  
Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

RECORD FEE 13.00  
POSTAGE .50  
M22471 0345 901 111-39  
JUL 1 87  
CK

CHECK  THE LINES WHICH APPLY

- 6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Dale Elwood Bollinger  
See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line  
\_\_\_\_\_  
(Signature of Debtor)  
\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation  
[Signature]  
(Signature of Secured Party)  
LARRY F. KIMMEL ASST. V.P.  
Type or Print Above Signature on Above Line

1350

CONDITIONAL SALE CONTRACT NOTE

BOOK 514 PAGE 88

TO: Siems Rental & Sales Company, Inc. FROM: Dale Elwood Bellinger
3683 Clipper Mill Rd. Baltimore, MD 21211 502 Southview Dr. Riva, MD 21140

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of Property Purchased and Financial Details. Includes items like 'One (1) New 1987 Power Box Model 650-B Paver' and financial figures for 'TIME SALES PRICE', 'Less DOWN PAYMENT IN CASH', etc.

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty two thousand seven hundred seventy nine and 80/100\*\*\*\*\* Dollars (\$ 32,779.80)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 monthly installments, commencing on the 1st day of July, 19 87, and continuing on the same date each month thereafter until paid\* the first 35 installments each being in the amount of \$ 910.55 and the final installment being in the amount of \$ 910.55

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0-% per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisement and exemption laws.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE. BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: May 27 19 87 BUYER(S)-MAKERS(S): Dale Elwood Bellinger (SEAL)
Accepted Siems Rental & Sales Company, Inc. (SEAL) Dale Elwood Bellinger (SEAL)
By: Leonard J. O'Brien - Pres By: Dale Elwood Bellinger (SEAL)
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)

2

ORIGINAL FOR FILING-NON-NEGOTIABLE

**TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)**

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate; or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and receive from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate; or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appraise for and execute judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other moneys due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appointment, stay or extension laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreement, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at a rate of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not be bound by acceptance of overdue payments or by any act or omission to act to be deemed to have waived any right hereunder. A waiver or discharge shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown hereon, by certified mail, within three days of such service having been effected. The parties hereby agree in the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall survive, and the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties hereby warrant and agree that Buyer has not received possession of the property prior to the date hereof, intending that each and every provision of this contract note be fully effective according to its terms. The parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders such such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTORS-ENDORSERS SIGN HERE**

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)  
 \_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies thereon, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having any been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed, Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: \_\_\_\_\_, 19\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller  
 \_\_\_\_\_ By: \_\_\_\_\_ (Signature: Title of Officer, "Partner" or "Proprietor")  
 \_\_\_\_\_ (Witness)

BOOK 514 PAGE 89

BOOK 514 PAGE 90

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated May 27, 1987

between Siems Rental & Sales Company, Inc. as Seller-Lessor-Mortgagee

and Dale Elwood Bollinger 502 Southview Drive Riva, MD 21140 (Name) (Address)

as Buyer-Lessee-Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given, it reserves a valid, free and clear title for or creates a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets, and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property, and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 32,779.80

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 27th day of May, 1987

Siems Rental & Sales Company, Inc. (SELLER)

By: Gerard A. Owens - Pres

All negotiation, print and type shall be in the name of the assignee and shall be separate from the assignor's print or type except form name and have one or more partners sign.

Filed with: Clerk of Anne Arundel Co.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 268374

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated May 5, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Primedical, Inc.
Name (formerly Primedical Health Care Services)
Address 2661 Riva Road, Annapolis, Maryland 21401

2. SECURED PARTY

Name Sovran Leasing Corporation
Address 1510 Willow Lawn Drive, P.O. Box 8765
Richmond, Virginia 23226
ATTN: Susan Burnette
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 30.00
POSTAGE .50
JUL 1 1987
CK

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
Schedule #2

Various Medical and Office Equipment more particularly described on the Equipment List attached hereto.

Name and address of Assignee

PLUS ALL ATTACHMENTS THERETO. Equipment Location: 11201 Lockwood Drive
Silver Spring, MD 20901

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

PRIMEDICAL, INC. (formerly Primedical Health Care Services)

BY: (Signature of Debtor)

Randolph B. Olds, Controller
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

SOVRAN LEASING CORPORATION
(Successor to Suburban Funding Corp.)

By: (Signature of Secured Party)

William N. Smith, Jr., SVP

Type or Print Above Signature on Above Line

30.50

514 92

SUBURBAN FUNDING CORPORATION  
EQUIPMENT LIST

Lessee: PRIMEDICAL HEALTH CARE SERVICES

Final Equipment Schedule No. 2

Page 1 of 5 total pages.

Approved by \_\_\_\_\_  
(Lessee to initial each page)

Equipment located at:

11201 Lockwood Drive  
street address

Silver Spring, Maryland 20901  
city county state

<u>Item</u>	<u>Model</u>	<u>Quantity</u>	<u>Cost</u>	<u>Extension</u>
Guest Chair (Dusk/Grey)	#754	11	208.00	2288.00
Double Pedestal Desk (Grey/Oak) 60 x 30	#269	4	425.00	1700.00
Swivel-Tilt Exec. Chair (Dusk/Grey)	#548	5	238.00	1190.00
Bookcase, Gregory Louis (Lite Grey #2)	#34215	2	147.00	294.00
Credenza, Gregory Louis (Lite Grey #2) (Oak #W-68-T)	#9005	1		468.00
Lateral File, 5 Drawers (Grey)	#967	1		660.00
Secretarial Desk (Grey/Oak) Return Right	#277/067	1		604.00
Secretarial Chair (Dusk/Grey)	#538	1		207.00
Table (Grey/Oak)	#489	1		240.00
Chromecraft Table Heritage Oak	#R694-848-00	1		360.50
Accord Arm Chair, GD26 Spruce (Medium Oak)	#1-630	6	146.00	876.00
Coat Rack	#VSP-6	1		102.40
Storage Cabinet	Cole	1		183.00
Telephone System Equipped with: Line Cards	ITT #1A2	2 1		

SUBURBAN FUNDING CORPORATION  
EQUIPMENT LIST

Lessee: \_\_\_\_\_

Final Equipment Schedule No. \_\_\_\_\_

Page 2 of 5 total pages.

Approved by \_\_\_\_\_  
(Lessee to initial each page)

Equipment located at:

\_\_\_\_\_ street address

\_\_\_\_\_ city county state

<u>Item</u>	<u>Model</u>	<u>Quantity</u>	<u>Cost</u>	<u>Extension</u>
Radiographic System Equipped with: Power Unit Table Tubestand Collimator X-ray Tube Cables Cassette Holder				23,306.25
Processor	Alphatek AX-700			4,200.00
ID Printer	Kodak B	1		233.75
Two-Bank Illuminator		2	151.50	303.00
Lead gloves .5mm 12" long		1 Pr.		83.00
Bar-Ray Coat Apron .5mm		1		69.50
Glove Rack				42.00
Foot Stool with handle		1		43.10
8 x 10 Cassette with High-Speed Screens		4	86.77	347.08
10 x 12 Cassette with High-Speed Screens		4	97.54	390.16
11 x 14 Cassette with High-Speed Screens		2	109.38	218.76
14 x 17 Cassette with High-Speed Screens		2	141.35	282.70
Darkroom Lamp		1		50.40
Bright Spot Illuminator		1		57.50

Sub Total \$29,627.20

SUBURBAN FUNDING CORPORATION  
EQUIPMENT LIST

Lessee: \_\_\_\_\_

Final Equipment Schedule No. \_\_\_\_\_ Page 3 of 5 total pages.

Approved by \_\_\_\_\_  
(Lessee to initial each page)

Equipment located at:

\_\_\_\_\_ street address

\_\_\_\_\_ city county state

<u>Item</u>	<u>Model</u>	<u>Quantity</u>	<u>Cost</u>	<u>Extension</u>
Reg. Exam Table	Midmark#104	1		857.50
Pelvic Exam Table	Midmark#104	1		962.50
Exam Stool	Brewer	1		59.00
Surgical Light	Burton	1		275.00
Stretcher Trendel.	Gendron	1		1,051.75
Stretcher	Gendron	1		858.85
Sterilizer	OCM P/C	1		953.00
Oxygen Unit	Hudson	1		133.65
Aspirator	ABCO	1		140.65
Wheelchair	Gendron (Blue)	1		267.30
Oto/Opthal.	W/A	4	303.45	1,213.80
Manometer (Stand-by)	Pymah	1		130.50
Manometer (Wall)	Pymah	3	50.65	151.95
Scale	Detecto	1		156.75
EKG 8	Burdick	1		1,500.00
EKG Stand	Burdick	1		265.00
IV Stand	Brewer	1		43.10
Kick Bucket	Brewer	1		86.95
Narcotic Safe	G/F	1		82.50
Mayo Stand	Brewer	4	66.10	264.40
Papoose Board	Olympic	1		116.87
Ambu Bag	Hudson	1		117.60
Step Stool	Brewer	3	20.10	60.30
CPR Board	Hudson	1		41.50
MON/DEFIB	Burdick Medic3	1		5,375.00
Speculum Light	W/Z #78580	1		44.80
Incubator	Lab-Line#100	1		192.80
Microscope	ABCO	1		785.00

SUBURBAN FUNDING CORPORATION  
EQUIPMENT LIST

Lessee: \_\_\_\_\_

Final Equipment Schedule No. \_\_\_\_\_

Page 4 of 5 total pages.

Approved by \_\_\_\_\_  
(Lessee to initial each page)

Equipment located at:

\_\_\_\_\_ street address

\_\_\_\_\_ city county state

Office Copier	Canon 150 w/stand		1895.00
Telephone System Equipped with: Master Control Unit Transformer Telephone lines (2) Telephone sets (5) Intercom	Criterion 3x8	1	2240.00
Music System	Sony	1	635.00
Alarm System	Acorn	1	1235.00
Records File System	Aurora	1	887.15

SUBURBAN FUNDING CORPORATION  
EQUIPMENT LIST

Lessee: \_\_\_\_\_

Final Equipment Schedule No. \_\_\_\_\_

Page 5 of 5 total pages.

Approved by \_\_\_\_\_  
(Lessee to initial each page)

Equipment located at:  
\_\_\_\_\_  
street address  
\_\_\_\_\_  
city county state

Manufacturer	Model No.	Serial No.	Description	Price	Total
			ACCORD		
			3 Seat Sofa		520.00
			2 Seat Love Seat		376.00
			Chairs		
			End Tables		
			Sec. Chairs		
			Sec. Desk with right return		
			Four drawer file		
			40/4 Chairs		
			Double Pedstal Desk		
			Guest Chairs		
			Swivel-tilt Desk Chair		
			36" Round Table		
			BORROUGHS		
			Shelving Units		
					\$5,843.50

EXHIBIT A

BOOK 514 PAGE 97

Continental X-Ray Corp.:  
X-Ray Starburst Table; serial # 836504  
Control Unit; serial # 836432  
Generator; serial # 836433

Eurika Company:  
X-Ray Tube; serial # A053109

S# 060174  
L# 049712-001

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 8007 514 Identifying File No. 268375

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Glenn F. Robbins, M.D., P.A. & Robbins, Glenn F., M.D.  
Address 1404 Crain Hwy., Suite 300, Glen Burnie, MD 21061

2. SECURED PARTY

Name United States Leasing Corp.  
Address 733 Front Street, San Francisco, CA 94111

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
One ATL UM4 Ultramark 4 Ultrasound System and all additions and related equipment to that certain lease dated January 10, 1987.

With all accessions and attachments thereto and all replacements and substitution thereof for said equipment in whole or in part.

S#060174  
L#049712001

This filing is for precautionary purposes in connection with an equipment leasing transaction and is not to be construed as indicating that the transaction is other than a true lease.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered) /but without power of sale.  
 (Products of collateral are also covered)

[Signature]  
(Signature of Debtor)

Glenn F. Robbins, President  
Type or Print Above Name on Above Line

[Signature]  
(Signature of Debtor)

Glenn F. Robbins, Individually  
Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

12-50

RECEIVED UCC-1 FILING OFFICE  
JUL 1 1987

RECORDED FEE 12.00  
INDEXED FEE .50  
REZ473 D345 R01 11:40  
JUL 1 87  
CK



500 514 99

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC.— FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 265027

RECORDED IN LIBER \_\_\_\_\_ FOLIO \_\_\_\_\_ ON 12/8/86 (DATE)

1. DEBTOR

Name William Buck

Address 1804 Severn Grove Rd., Annapolis, MD 21401

2. SECURED PARTY

Name John Deere Company

Address PO Box 4949, Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  termination</p>
<p>_____</p>	

SEARCHED FEE 10.00  
INDEXED .50  
JUL 1 1987  
CK

15.00  
Dated June 3, 1987

John Deere Company  
Ronald Edwards  
(Signature of Secured Party)  
Ronald Edwards, Administrator  
Type or Print Above Name on Above Line

268376

BOOK 514 PAGE 100

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es)  
F. P. Asher & Sons, Inc.  
1861 Crownsville Road  
Annapolis, MD 21401

(2) Secured Party(ies) (Name(s) And Address(es))  
Alban Tractor Co., Inc.  
P.O. Box 9595  
Baltimore, MD 21237

M-31464-1

(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

For Filing Officer

RECORD FEE 11.00  
POSTAGE .50  
RECORDED BY R01 7:11:45  
JUL 1 87  
CK

(5) This Financing Statement Covers the Following types [or items] of property.

One (1) New Caterpillar Model #D3B Tractor S/N 27Y04156  
One (1) Caterpillar Model ~~XXX~~ 3P Bulldozer

NOT SUBJECT TO RECORDATION TAX (AA CO)

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

F. P. Asher & Sons, Inc.

(By)

Standard Form Approved by N.C. Sec. of State and other states shown above

(1) Filing Officer Copy - Numerical

Glenn A. James, mbr

Secured Party(ies) [or Assignees]

Alban Tractor Co., Inc.

(By)

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

- (1) Collateral is subject to Security Interest In Another Jurisdiction and
- Collateral Is Brought Into This State
- Debtor's Location Changed To This State
- (2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

2683777

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented
(1) Debtor(s) (Last Name First) and Address(es) Wayne Brumwell T/A Wayne Brumwell Hauling 4013 Mountain Road Pasadena, MD 21122 M-31457-1	(2) Secured Party(ies) (Name(s) And Address(es)) Alban Tractor Co., Inc. P.O. Box 9595 Baltimore, md 21237	RECORD FEE 12.00 POSTAGE .50 1122487 1040 801 113:08 JUL 1 87 CK
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es)	
(5) This Financing Statement Covers the Following types [or items] of property.		For Filing Officer

One (1) New Caterpillar Model #943 Track Loader S/N 19Z00616

NOT SUBJECT TO RECORDATION TAX (A.A.CO.)

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) \_\_\_\_\_ Secured Party(ies) [or Assignees]

Wayne Brumwell T/A Wayne Brumwell Hauling

Alban Tractor Co., Inc.

(By) *Wayne Brumwell*

(By) *[Signature]*

Standard Form Approved by N.C. Sec. of State and other states shown above.

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

(1) Collateral is subject to Security Interest In Another Jurisdiction and

Collateral Is Brought Into This State

Debtor's Location Changed To This State

(2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical

1750

UCC-1

208378

514 102

### FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 76,700.24. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County.

5. Debtor(s) Name(s) Ronald Holden Address(es) 60 West Street, Suite 211  
Annapolis, Md. 21401

6. Secured Party Equitable Bank, National Association Address 100 S. Charles Street  
Baltimore, Md. 21201  
Attention: Karl Maevers

RECORD FEE 11.00  
RECORD TAX 56.00  
POSTAGE .50  
JUL 1 1987 113:10  
CK

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors Ronald Holden (Seal) Ronald Holden  
 Equitable Bank, N.A. By: Virginia Vranas (Seal)  
Virginia Vranas (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

*Handwritten signature/initials*

Schedule A

BOOK 514 PAGE 103

TABS 3 User 4 PCDOS #T304852, INECP7 Tractor, 1 Word Perfect Computer,  
1 Vision XT Computer, 1 Serial AT, 2-Serials for XT, NECP-7 and Printer  
cable, 4-2 INECT7SHEE Feeder and 1 Vision AT Computer

Anne Arundel County

BOOK 514 PAGE 104

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 259139

RECORDED IN LIBER 491 FOLIO 432 ON November 13, 1985 (DATE)

1. DEBTOR

Name Campbell Cellulose, Inc.  
Address 602 Bay Street, Annapolis, Maryland 21403

2. SECURED PARTY

Name Provident Bank of Maryland  
Address 114 Main Lexington Street, Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.  
Attention: Kevin S. Wooding

10.00  
JUL 1 87  
CK

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above, in the following property: <u>all property described in the original financing statement</u></p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Assignee: B. Wayne Fowler  
One Cedar Point Road  
Severna Park, MD 21146

PROVIDENT BANK OF MARYLAND

Date: 5/26/87

By: David B. Wooding (Name)  
Commercial Loan Officer (Title)

514 107

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

LIBER # 499  
~~XXXX~~

Page No. 420-423

Identification No. 262574

Dated 7-2-86

1. Debtor(s) { American Lithograph, Inc.  
Name or Names—Print or Type  
611 (H & J) Hammonds Ferry Road, Linthicum, Md. 21090  
Address—Street No., City - County State Zip Code

2. Secured Party { Maryland Small Business Development Financing Authority  
Name or Names—Print or Type  
The World Trade Center, Suite 700  
Address—Street No., City - County State Zip Code  
~~101 East Pratt St. Baltimore, Maryland 21202~~

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

SEARCH FEE 10.00  
FILING FEE .50  
MAY 23 1987  
JUL 1 1987  
CK

Dated: May 20, 1987

Maryland Small Business  
Development Financing Authority  
Name of Secured Party  
*Catherine D. Lockhart*  
Signature of Secured Party  
Catherine D. Lockhart, Deputy Director  
Type or Print (Include Title if Company)

1050

STATE OF MARYLAND

268379

FINANCING STATEMENT FORM UCC-1 514 Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 5-28-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Stephen Z. Nicolas
Address 3318 Mt. Airy Ct., Davidsonville, MD. 21035

2. SECURED PARTY

Name W.J. Richardson & Sons, Inc.
Address 3400 Windsor Mill Rd.
Baltimore, MD. 21207

RECORD FEE 11.00
M22870 0040 R01 114:57
JUL 1 87
CK

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Kubota B5200E # 20624
RG60-72 Hoyer # 21320

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor)

Stephen Z. Nicolas
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

William E. Richardson

Type or Print Above Signature on Above Line

Handwritten mark

268380

MARYLAND FINANCING STATEMENT

514 107

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

Samuel P. Howard, III T/A Wholesale Transmission

1. LESSEE

403 Headquarters Drive Bay 3 (Name or Names) Millersville, Md. 21108

(Address)

LESSEE

(Name or Names)

(Address)

2. LESSOR

CHESAPEAKE INDUSTRIAL LEASING CO., INC.

8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR

(Name or Names)

(Address)

4. This financing Statement covers the following types (or items) of property:

1 - 5B50E8VB Energ Air Compressor w/Magnetic Starter

RECORD FEE 12.00  
POSTAGE .50  
REGISTERED COPY NO 115-21  
JUL 1 87

OK

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE  
Samuel P. Howard, III T/A  
Wholesale Transmission

LESSOR

CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Samuel P. Howard III (Title)  
OWNER

By: Brian G. Connelly (Title)  
Mgr.

(Type or print name of person signing)

(Type or print name of person signing)

By: \_\_\_\_\_ (Title)

Return to:

(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

17.50

MARYLAND FINANCING STATEMENT

(xx) Not Subject to Recordation Tax (C/S/C)

514 108268381

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Pleasure Marinas Management
(Name or Names)
2516 Bay Front Terrace Annapolis, Maryland 21401
(Address)

LESSEE
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Northfield Federal Savings
OF LESSOR 1844 E. Joppa Road Baltimore, Maryland 21234
(Name or Names)
(Address)

4. This financing Statement covers the following types (or items) of property:

1- Mobira Transportable Cellular Telephone w/Antenna ESN #15600111243

RECORD FEE 11.00
SEARCH FEE .50
JUL 03 0040 PM 115-22
JUL 1 87
CK

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE
Pleasure Marinas Management
By: [Signature] Owner
Gerald Herson (Title)
(Type or print name of person signing)
By:
(Title)
(Type or print name of person signing)

LESSOR
CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: [Signature] Mgr.
Brian G. Connolly (Title)
(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

[Handwritten initials]

STATE OF MARYLAND

514 100

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260303

RECORDED IN LIBER 494 FOLIO 398 ON 2/4/86 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation  
Address The Steffey Bldg. Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial F.S.A.  
Address 300 E. Lombard Street, Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>ALN 01 SEE ATTACHED EQUIPMENT LIST: Assignee: Trans-American Leasing Corp. The Steffey Building Suite 200B 407 Crain Highway Glen Burnie, MD 21061</p>	

RECORD FEE 10.00  
JUL 1 87  
OK

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Dated 5/20/87

[Signature]  
(Signature of Secured Party)  
B.F.F. Financial F.S.A.  
Type or Print Above Name on Above Line

Filed in Anne Arundel County

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	AV 4000 S/N 160
1 (one)	DMI W/Conv. DHR S/N 127
1 (one)	3/4 HP Air Compressor - Ermaco
3 (three)	IBM PC w/256K, Keyboard, Controller
6 (six)	Oval Teac 1/2 Height Floppy
3 (three)	Monochrome Printer Adapter
3 (three)	Amdek 310A Monitors
1 (one)	MULTImath W.P.
1 (one)	Display Write 3 W.P.
1 (one)	Epson FX-100
1 (one)	Epson FX-185
2 (two)	Parallel Printer Cables

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

TITLE: REP

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: [Signature]

TITLE: SVP

Mail to Balto Fed Fin.

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260302

RECORDED IN LIBER 494 FOLIO 396 ON 2/4/86 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation  
Address The Steffey Bldg. Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial F.S.A.  
Address 300 E. Lombard Street, Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORDING FEE 10.00  
STAMP FEE .50  
JUL 1 1987 11:54:28  
OK

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p>ALN 02</p> <p>SEE ATTACHED EQUIPMENT LIST: Assignee: Trans-American Leasing Corp. The Steffey Building Suite 200B 407 Crain Highway Glen Burnie, MD 21061</p>	
	<p>_____</p>	

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Dated 5/26/87

[Signature]  
(Signature of Secured Party)  
[Name]  
Type or Print Above Name on Above Line

Filed in Anne Arundel County

EQUIPMENT LIST

LIBER - 494 PAGE 397

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Quietwriter Printer
1 (one)	Quietwriter Sheet Feeder
1 (one)	Quietwriter Tractor
1 (one)	Parallel Printer Cable
2 (two)	Monochrome Printer Adapter
2 (two)	IBM PC, 256K, Keyboard, Controller
2 (two)	Dual Teac 1/2 Height Floppy
2 (two)	Amdek 310A Monitors
1 (one)	Parallel Printer Label
1 (one)	Epson FX 80
3 (three)	IBM PC, 256K Keyboard Controller
3 (three)	Dual Teac 1/2 Height
3 (three)	Monochrome Printer Adapter
3 (three)	Amdek 310A Monitors
4 (four)	IBM PC, 256K, Keyboard and Controllers
3 (three)	Dual Teac 1/2 Height Floppy Drives
1 (one)	Dual Full Height Drives
5 (five)	Monochrome Monitor/Printers
1 (one)	Paradise MGC Graphics Board
1 (one)	Paradise Parallel A Module
6 (six)	Monochrome Monitor
2 (two)	IBM PC/AT 512K 1.2MBYTE Floppy
2 (two)	Mountain 27 MBYTE Tape
2 (two)	Quietwriter Printers
2 (two)	Quietwriter Sheet Feeders
2 (two)	Quietwriter Tractors
2 (two)	Parallel Printer Cables
3 (three)	3 com Etherlink Boards
2 (two)	3 Com Etherstart Rom
1 (one)	Terminator Kit
2 (two)	IBM PC, 256K, Keyboard & Controller S/N 1251034, 1261586
2 (two)	Dual Teac 1/2 Height Floppy S/N 1004403, 1004404
2 (two)	Monochrome Monitor/Printer Adap.
2 (two)	Amalek 310A Monitors S/N 5092975, 5093374
1 (one)	6 Pak (384K)

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

TITLE: By VP

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: [Signature]

TITLE: SIP

Mail to Balto. Fed. Financial

STATE OF MARYLAND

BOOK 514 PAGE 113

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260301

RECORDED IN LIBER 494 FOLIO 394 ON 2/4/86 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation  
Address The Steffey Bldg. Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial F.S.A.  
Address 300 E. Lombard Street, Baltimore, MD 21202

RECORD FEE 10.00  
STAMP .50  
JUL 1 87  
CK

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>ALN 03 SEE ATTACHED EQUIPMENT LIST: Assignee: Trans-American Leasing Corp. The Steffey Building Suite 200B 407 Crain Highway Glen Burnie, MD 21061</p>		

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Dated 5/2/87

[Signature]  
(Signature of Secured Party)  
[Print Name]  
Type or Print Above Name on Above Line

Filed in Anne Arundel County

EQUIPMENT LIST

COPIES - 494 PAGE 336

BOOK 514 PAGE 114

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	PC-S2-2 256K Dual Diskette Drive CPU S/N YB5147
1 (one)	Char Comp Card PM101
1 (one)	Wang Monochrome Monitor S/N YA6313
1 (one)	PC Integrated Word Processing AS002-2
1 (one)	Single board local communicati PM141-VS
1 (one)	2780-3780-WPS Option For PC
1 (one)	160CPS 132 COL Draft M PTR S/N YJ1679

TRANS-AMERICAN LEASING CORPORATION

BY:

TITLE:

*Frank J. [Signature]*  
*BxVP*

BALTIMORE FEDERAL FINANCIAL F.S.A

BY:

TITLE:

*[Signature]*  
*SVP*

Mail to

*Balto Fed Fin*

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260300

RECORDED IN LIBER 494 FOLIO 392 ON 2/4/86 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg. Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial F.S.A.
Address 300 E. Lombard Street, Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

Form with sections A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes 'SEE ATTACHED EQUIPMENT LIST' and assignee details for Trans-American Leasing Corp.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Dated 5/26/87

(Signature of Secured Party)
Type or Print Above Name on Above Line

Filed in Anne Arundel County

RECORDED FEE 10.00
POSTAGE .50
JUL 1 1987
CK

800 514 FILE 118

EQUIPMENT LIST

LIBER - 494 PAGE 393

<u>QUANTITY</u>	<u>DESCRIPTION</u>
10 (ten)	WRG Merlin/FQPL/STDN
7 (seven)	Merlin 5BUTVOICE TM
2 (two)	Merlin 10BUTVOICE T
1 (one)	Merlin 34 But DLX VT
1 (one)	MerlinFeat Cart 2
1 (one)	Merlin 4-LN/10 TML CU
2 (two)	3161-172 Merlin 10BUT Voice T
1 (one)	6110-CUI Merlin 4-LN/10 TML CU
7 (seven)	3160-111 Merlin 5 BUT Voice TM
10 (ten)	2772-MAS WRG/Merlin/FQPL/STDN
1 (one)	162-417 Merlin 34 BUT DLX VT
1 (one)	6104-FC2 Merlin Feat Cart 2
1 (one)	Merlin Man T/R MOD
1 (one)	Wire
7 (seven)	Merlin 5 BUT Voice TM
1 (one)	Merlin 820 (2LN/5TML)
3 (three)	Merlin 2LN/5 TMC EXP
7 (seven)	3160-111 Merlin 5 BUT Voice TM
1 (one)	6120-CUI Merlin 820 (2LN/5TML)
3 (three)	61219 Merlin 2LN/5TML EXP
1 (one)	Merlin 4-LN/10TML CU
1 (one)	J&M Radius Desk
1 (one)	J&M Radius Lateral File
1 (one)	C.W. Exec. High Back
2 (two)	Roll Away Table/Typing Stand
2 (two)	72" Storage Cabinet
2 (two)	O'Sullivan Soft Teck Workstation
1 (one)	J&M Secretarial Light
8 (eight)	4 Drawer Letter Size Files
7 (seven)	IBM PC, 256K, Keyboard & Controller
7 (seven)	Dual Teac 1/2 Height
8 (eight)	Monochrome/ Printer Adapter
8 (eight)	Amdek 310A
1 (one)	AST 6pak T (384K)
1 (one)	IBM BC/AT W/512K, 1.2MB, Parallel
1 (one)	Mountain 27 MBYTC Tape
1 (one)	Multimate
1 (one)	EPSON FX 800 Printer
1 (one)	Parallel Printer Cable
1 (one)	J&M Radius Credenza

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]TITLE: [Signature]

BALTIMORE FEDERAL FINANCIAL. F.S.A

BY: [Signature]TITLE: SVPMail to Balto Fed Fin.

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260299

RECORDED IN LIBER 494 FOLIO 390 ON 2/4/86 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation  
Address The Steffey Bldg. Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial F.S.A.  
Address 300 E. Lombard Street, Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00  
POSTAGE .50  
JUL 1 87  
CK

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
	<p>ALN 05 SEE ATTACHED EQUIPMENT LIST: Assignee: Trans-American Leasing Corp. The Steffey Building Suite 200B 407 Crain Highway Glen Burnie, MD 21061</p>	
	<p>_____</p>	

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Dated 5/24/87

[Signature]  
(Signature of Secured Party)

F. W. Reinhold Sr. Co.  
Type or Print Above Name on Above Line

Filed in Anne Arundel County

BOOK 514 PAGE 118

EQUIPMENT LIST

LIBER - 494 PAGE 351

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	VDO Pak B1200
1 (one)	JVC CR8250 3/4" Editor S/N 13012879
1 (one)	Sony VPR 722 Remote Control
1 (one)	Anvil Case RCMA NV8420 - NVV410
1 (one)	Panasonic NV8420 VCR S/N J4HB00579
1 (one)	Panasonic NBV59 Power Supply
1 (one)	JVC CX60 US

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

TITLE: [Signature]

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: [Signature]

TITLE: SVP

Mail to Balto Fed. Financial

STATE OF MARYLAND

514-110

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260298

RECORDED IN LIBER 494 FOLIO 387 ON 2/4/86 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation

Address The Steffey Bldg. Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial F.S.A.

Address 300 E. Lombard Street, Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORDING FEE 12.00  
STAMP .50  
JUL 1 87  
OK

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>ALN 08 SEE ATTACHED EQUIPMENT LIST: Assignee: Trans-American Leasing Corp. The Steffey Building Suite 200B 407 Crain Highway Glen Burnie, MD 21061</p>		

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Dated 5/25/87

[Signature]  
(Signature of Secured Party)  
R. W. [Name]  
Type or Print Above Name on Above Line

Filed in Anne Arundel County

1730

EQUIPMENT LIST

LIBER 514 - 120  
PAGE 358

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Sony VPM722Q Projector
1 (one)	Sony PSS722 Ceiling Mount
1 (one)	Sony CCQ-10AR Extension Cord
1 (one)	Panasonic CT-BOV S/N EC5210458
4 (four)	Panasonic PV-1730 1/2" VHS S/N's B55A31870, B55A31570, K45A63322, B55A31545
5 (five)	Sanyo VM-4509 9" Video Monitor S/N's 29122719, 29123034, 29122577, 29123035, 29122723
100	JVC T-120
1 (one)	Cable Package
1 (one)	IBM XT 256K
1 (one)	Quadram 64K Quadboard
5 (five)	64K Memory Module
1 (one)	Hercules Color Card
1 (one)	IBM Color Display
1 (one)	IBM Color Printer 200CPS
1 (one)	NEC 3550 Printer
1 (one)	Hayes 1200 Smart Modem Plus
1 (one)	IBM Paralel Cables
2 (two)	Maynard Teac 1/2 Height Drive
2 (two)	IBM PC 256K 2 Drive System
1 (one)	Idea 384K Memory Board S,P,C
1 (one)	Hercules Mono. Graphics Brd.
1 (one)	Amdek 12" Amber Phosphor 310
1 (one)	Hayes 1200 Smart Modem Plus
1 (one)	Personal Comp W/256K 200
1 (one)	Color Graphics Monitor Adap.
1 (one)	IBM Color Display
1 (one)	384K Six Pack
1 (one)	DOS 2.1
1 (one)	Draper Lumaletric 84X84 Matte White Scrn.
1 (one)	Kodak Ektagraphic III A Slide Projectors
2 (two)	Navitar GWZ70125-2 3/4"-5" Zoom Lenses
2 (two)	Chief MSU20 Projector Stacker Unit
1 (one)	DaLite Cosmopolitan 70X70 Matte White Scrn.
1 (one)	Sharp, RD688A/V Portable Cassette Unit
1 (one)	Toa TA30RZ Reciever Amplifier
1 (one)	Toa PC671RV Ceiling Speakers
4 (four)	Shure SM67 Microphone Mixer
1 (one)	Shure SM90 Condenser Microphones
2 (two)	Telex FRM-50 Wireless Microphone
1 (one)	Oravisual L350 Table Top Lecturns
2 (two)	AMX tx-16 Transmitter
1 (one)	AMX SX-16 Relay Controller
4 (four)	AMX PC-1 A.C. on-off Control Units
1 (one)	AMX VX-15 Remote Volume Control
1 (one)	AMX SC-15 Remote Electric Screen Control
1 (one)	AMX SX-RX Relay Rac- mount kit

*Handwritten signature*

TRANS-AMERICAN LEASING CORPORATION

BY: *[Signature]*

TITLE: *[Signature]*

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: *[Signature]*

TITLE: *SVP*

ALLEN CORPORATION OF AMERICA

SCHEDULE 08

EQUIPMENT LIST

QUANTITY

DESCRIPTION

LIBER - 494 PAGE 389

1 (one)	Luxor SS403 Equipment Cart
2 (two)	Mayer Magna Slick Boards 5' X 8' in Beige w/silver frame
1 (one)	Mayer Magna Slick Board 5' X 10' in Beige w/ silver frame
3 (three)	Mayer 36" Chalk/Chart Holders

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

TITLE: [Signature]

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: [Signature]

TITLE: SEP

*Mail to Balto Fed Fin*

STATE OF MARYLAND

514 122

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260296

RECORDED IN LIBER 494 FOLIO 383 ON 2/4/86 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation  
Address The Steffey Bldg. Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial F.S.A.  
Address 300 E. Lombard Street, Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

RECORD FEE 10.00  
STAMP .50  
0040 R01 115:30  
JUL 1 87  
CK

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
	<p>ALN 10 SEE ATTACHED EQUIPMENT LIST: Assignee: Trans-American Leasing Corp. The Steffey Building Suite 200B 407 Crain Highway Glen Burnie, MD 21061</p>	

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Dated \_\_\_\_\_

[Signature]  
(Signature of Secured Party)

B. N. Newhouse, Jr.  
Type or Print Above Name on Above Line

Filed in Anne Arundel County

1010

EQUIPMENT LIST

BOOK 514 PAGE 123

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Log E Model MD 460 Camera
1 (one)	AGFA-GEVAERT Model CP 380 Processor
1 (one)	ARKAY Model WSP 30 X 60 Sink W/K200 DS Faucet
1 (one)	NU-ARC Model VLT18F Light Table
1 (one)	NU-ARC Model CP 250 Point Source Light
1 (one)	Bichrome Model 16 X 20 Complete Vacume Easel
1 (one)	OMEGA Model CS-50 #480-701 Timer
1 (one)	OMEGA # 423-404 35mm Negative Carrier
1 (one)	OMEGA # 423-405 2 X 2 Mounted Negative Carrier
1 (one)	Microsight Grain Focusing Magnifier
1 (one)	ELNIKKOR 50mm F-4.0 Enlarging Lens
1 (one)	Saunders 11X14 Adjustable Master Easel
3 (three)	NU-ARC Model DLB 132 Safe Lights
2 (two)	GRALAB Model 300 Timers
1 (one)	OMEGA Model C760 #403-630 Enlarger
1 (one)	OMEGA #430-730 Voltage Stabalizer

BALTIMORE FEDERAL FINACIAL, F.S.A.

BY: [Signature]

TITLE: SVP

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

TITLE: [Signature]

Mail to Balto Fed Fin

STATE OF MARYLAND

514 124

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260297

RECORDED IN LIBER 494 FOLIO 385 ON 2/4/86 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation  
Address The Steffey Bldg. Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial F.S.A.  
Address 300 E. Lombard Street, Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00  
POSTAGE .50  
RECORD CODE R01 115:31  
JUL 1 87  
CK

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>ALN 09 SEE ATTACHED EQUIPMENT LIST: Assignee: Trans-American Leasing Corp. The Steffey Building Suite 200B 407 Crain Highway Glen Burnie, MD 21061</p>	

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Dated 7/24/87

[Signature]  
(Signature of Secured Party)  
R. W. [Name]  
Type or Print Above Name on Above Line

Filed in Anne Arundel County

1050

Allen Corporation of America

Schedule 09

LIBER - 494 PAGE 366

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
4 (four)	IBM PC II S/N 1643247, 1760663 and 1749596 w/ 256 KB, CDC Drives, AM DEC 310 A Amber Monitors S/N 5452242, Quadrum Multi function board w/384 KB and software, Herculese Graphics Card and software Hayes 1200 B Internal Modem w/software.
2 (two)	Toshiba P351 Printers S/N ZC12915, ZC13057 with tractors S/N's 05526499, 06532625
2 (two)	4 X 1 Switch Boxes w/cables
4 (four)	Surge Protectors

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

TITLE: [Signature]

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: [Signature]

TITLE: SVP

Mail to Balto Fed Fin

To be Recorded in the Financing  
Statement Records of Anne Arundel  
County, Maryland

Not Subject to  
Recordation Tax

UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

This Statement Refers to the following Original Financing  
Statement:

Financing Statement Records of Anne Arundel County,  
Maryland  
Liber No. EAC 499, Folio 574  
Dated: July 2, 1986

LAWYERS TITLE INSURANCE CORP.  
114 E. LEXINGTON STREET  
THIRD FLOOR  
BALTIMORE, MARYLAND 21202

- 1. DEBTOR: Parkway Crossing, Inc.  
c/o BTR Realty, Inc.  
817 Maiden Choice Lane  
Baltimore, Maryland 21228
- 2. SECURED PARTY: UNION TRUST COMPANY OF MARYLAND  
(Now known as Signet Bank/Maryland)  
Seven St. Paul Street  
Baltimore, Maryland 21202

OK

3. RELEASED PROPERTY:

From the collateral described in the Original Financing  
Statement bearing the recording reference shown above, the  
Secured Party hereby releases the following:

All collateral located on or attached to a portion of the  
land described in the Original Financing Statement and  
described as follows:

BEING KNOWN AND DESIGNATED as Lot 1 as shown and designated  
on that certain Subdivision Plat entitled "Minor  
Subdivision, Lot 1 & Residue Parcel of Parkway Crossing,  
Inc." which Plat is recorded among the Land Records of Anne  
Arundel County, Maryland in Plat Book 106, at page 33.

Date: 6-26-87

UNION TRUST COMPANY OF MARYLAND  
(Now known as Signet Bank/Maryland)  
Name of Secured Party

BY: George F. Oliver  
George F. Oliver  
Vice President

ATTENTION: FILING OFFICER

After Recordation, please return to:

Adelina M. Welch  
WHITEFORD, TAYLOR & PRESTON  
Suite 1400  
Seven St. Paul Street  
Baltimore, Maryland 21202

DA  
1750

LAWYERS TITLE INSURANCE CORP.  
114 E. LEXINGTON STREET  
THIRD FLOOR  
BALTIMORE, MARYLAND 21202

2571

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

300 514 127  
Identifying File No. 268383

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated June 26, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

131277

1. DEBTOR

Name The Laurel East Motel, A Limited Partnership  
Address 2040 South Hamilton Road, Columbus, Ohio 43232

2. SECURED PARTY

Name Cardinal Industries Mortgage Company  
Address 4321 Donlyn Court, Columbus, Ohio 43232

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) May 1, 1992

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit A attached hereto and incorporated herein by this reference.

Name and address of Assignee

LAWYERS TITLE INSURANCE CORP.  
114 E. JEFFERSON STREET  
THIRD FLOOR  
BALTIMORE, MARYLAND 21202

1450

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

The Laurel East Motel, A Limited Partnership,  
By Cardinal Industries Services Corporation, its Sole  
General Partner

Thomas A. Clark, Assistant Secretary  
(Signature of Debtor)

CARDINAL INDUSTRIES MORTGAGE COMPANY

Type or Print Above Name on Above Line

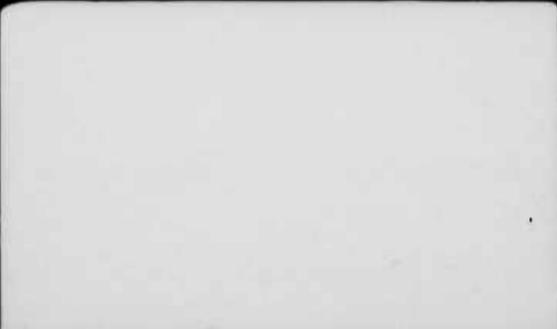
(Signature of Debtor)

Type or Print Above Signature on Above Line

Bryan R. Portz, V.P.  
(Signature of Secured Party)

Bryan R. Portz, Vice President

Type or Print Above Signature on Above Line



200106020607110700

514-125

Exhibit A

DESCRIPTION OF LOT 1  
PARKWAY CROSSING INC.  
FOURTH DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

Lot 1 as shown on the plat entitled "Minor Subdivision Plat Lot 1 and Residue Parcel of Parkway Crossing, Inc." dated November, 1986, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book No. 106, Page 33.

EXHIBIT B

All personal property, tangible and intangible, now owned or hereafter acquired by Borrower and now or hereafter located in, on, or about the real estate described in the attached financing statement, or used or intended to be used in connection with said real estate or intended or designated (wherever located) to be incorporated into the structures situated or to be situated on said real estate including, but not limited to, all building materials, inventory, equipment, machinery, tools, supplies, furniture, furnishings, fixtures, stoves, ranges, refrigerators, dishwashers, clothes washers, clothes dryers, trees and plants, power systems, heating, cooling and ventilating systems, sewage and garbage disposal systems, radio, telephone, television and communication systems, electric, gas and water distribution systems, food service systems, fire prevention, alarm and security systems, laundry systems, computing and data processing systems and all hardware and software therefor, floor, wall and ceiling coverings, draperies, blinds and window treatments; and all rentals, revenues, payments, repayments, deposits, income, charges and monies derived from the use, lease, sublease rental or other disposition of said real estate and the proceeds from any insurance or condemnation award pertaining thereto; and all accounts, contract rights, general intangibles, income tax refunds, actions and rights in action, instruments and documents; and all permits, consents, approvals, licenses or authorizations of all governmental or regulatory authorities or of any persons, corporations, partnerships or other entities, used or intended to be used in connection with said real estate.

0446f



FINANCING STATEMENT FORM UC 71

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Robert J. Carver and Francene M. Carver  
Address Pier 4 Marina, 301 4th St., Annapolis, Md. 21403

2. SECURED PARTY

Name Society for Savings  
Address 1290 Silas Deane Hwy., Wethersfield, CT 06109

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 12.00  
POSTAGE .50  
#005220 0040 R03 112:32  
07/02/87  
CK

1985 Passport 42, Hull No. PYE420400285 with 1985 Perkins diesel 51 hp engine, serial no. ED33210U60417L/12701

ANCHORAGE: Annapolis, Md.

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

*Robert J. Carver*  
(Signature of Debtor)  
Robert J. Carver

Type or Print Above Name on Above Line  
*Francene M. Carver*  
(Signature of Debtor)  
Francene M. Carver

Type or Print Above Signature on Above Line

FIRST COMMERCIAL CORPORATION

*[Signature]*  
(Signature of Secured Party)  
Type or Print Above Signature on Above Line

120 3

*Anne Anne  
6/4/87*

268386

BOOK 514 PAGE 132

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es) Kirk Moir d/b/a Fantastic Sam's 8155I Govenor Ritchie Highway Pasadena, MD 21122	2 Secured Party(ies) and address(es) Fantastic Sam's International, Inc. Charter Leasing Division P.O. Box 18845 Memphis, tN 38181-0845	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4 This financing statement covers the following types (or items) of property Equipment as more fully described in Schedule "1" attached of Lease #1918-87 dated 4/13/87. This statement is filed for information purposes only.		5 Assignee(s) of Secured Party and Address(es)  RECORD FEE 11.00 POSTAGE .50 #005260 0040 R03 112:39 07/02/87 0-

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with: Ann Arundel Co.

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered. No. of additional Sheets presented

Kirk Moir  
 By: [Signature] Signature(s) of Debtor(s)  
 Title: owner

Fantastic Sam's International, Inc.  
 Charter Leasing Division  
 By: [Signature] Signature(s) of Secured Party(ies)  
 Title: Secy

STANDARD FORM - FORM UCC-1.

11.00

# Charter Leasing Division

SCHEDULE "1"

BOOK 514 PAGE 133

LESSEE: Kirk Moir EQUIPMENT LOCATION: Fantastic Sam's  
(Name)  
7112 Apple Avenue 8155I Govenor Ritchie Highway  
(Address)  
Jessup, MD 20794 Pasadena, MD 21122

The equipment herein described is leased by Charter Leasing Division of SMR Enterprises, Inc., as Lessor, to Kirk Moir d/b/a Fantastic Sam's, as Lessee, under and pursuant to the terms and conditions of the LEASE AGREEMENT between the parties dated April 13, 1987. This Schedule is incorporated by reference in the aforementioned LEASE AGREEMENT.

<u>QUANTITY</u>	<u>DESCRIPTION, MODEL NUMBER OR OTHER IDENTIFICATION</u>
12	31-FS Reception Chair
1	5713N Cash Register Stand
1	5740 Coffee Bar
1	5778 Shelves w/stds
9	5789 Vanity Shelf w/light
9	5707U Mobile Styling Center
9	0290-B4C Hyd Ch w/B4C Base
9	5783N Wall Display Unit
4	012S Child's Seat
2	0293-0126 Dryer Ch & Dryer
1	004-JHL Jupiter Heat Lamp
1	0299 Jupiter Chair
4	5762 Shampoo Storage Unit
4	0297 Shampoo Chair
2	5711 Magazine Rack
1	004-IK Installation Kit
1	FM86-R Fantastic Machine Cabinet
4	2000S 500 Shampoo Bowl w/fixt

TOTAL EQUIPMENT COST: \$17,283.00

Dated: \_\_\_\_\_ LESSOR: CHARTER LEASING DIVISION OF  
SMR ENTERPRISES, INC.  
By: \_\_\_\_\_  
LESSEE:  
Kirk Moir d/b/a Fantastic Sam's  
By: \_\_\_\_\_

A Division of S.M.R. ENTERPRISES, INC. P.O. Box 18845 • Memphis, TN 38181-0845 • 901/363-8624

268388

BOOK 514 PAGE 131

THE FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

3.  The Debtor is a transmitting utility

4. For Filing Officer (Date, Time, No. Filing Office)

1. Debtor(s) (Last Name First) and Address(es)  
 JOHN A. VANDUYNHOFEN  
 MICHELLE A. VANDUYNHOFEN  
 7959 TELEGRAPH RD.  
 SEVERN MD 21144

2. Secured Party(ies) Name(s) and Address(es)  
 GREEN TREE ACCEPTANCE INC.  
 2200 OPITZ BLVD ; #245  
 WOODBRIDGE, VA 22191

5. This Financing Statement covers the following types (or items) of property  
 1987 LIBERTY GLEN OAKS  
 70 X 14 SERIAL # 08-L-59128  
 "AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL

6. Assigner(s) of Secured Party and Address(es)  
 RECORD FEE 12.00  
 POSTAGE .50

7.  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
 \*(Describe Real Estate in Item 8)

8.  Describe Real Estate Here  This Statement is to be indexed in the Real Estate Records

9. Name of a Record Owner  
 #005270 0040 R03 T12:39  
 07/02/87

No. & Street Town or City County Section Block Lot

10. This Statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean  
 Consignee(s) and Consignor(s) or  
 Lessee(s) and Lessor(s).

By JOHN A. VANDUYNHOFEN MICHELLE A. VANDUYNHOFEN GREEN TREE ACCEPTANCE INC.  
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)  
 (Required only if Item 10 is checked.)

(3-83) (1) FILING OFFICER COPY--NUMERICAL  
 STANDARD FORM--FORM UCC 1--Approved by Secretary of Commonwealth of Pennsylvania

12<sup>03</sup>

FINANCING STATEMENT

- 1  To Be Recorded in the Land Records at \_\_\_\_\_
- 2  To Be Recorded among the Financing Records at Anne Arundel County
- 3  Not subject to Recordation Tax.
- 4  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5 Debtor(s) Name(s) H&J Realty Address(es) 918 Chesapeake Avenue  
Annapolis, MD 21403

6 Secured Party: Maryland National Bank Address: Department Collateral Unit  
Post Office Box 987, Mailstop 500501  
Attention: Lisa Keller Baltimore, Maryland 21203

RECORD FEE 13.00  
POSTAGE .50

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

#002740 C345 R04 713:35

- A *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

07/02/07  
CK

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate)

Description of Collateral (or Real Property). (Continued on Schedule A)

Debtor: H&J Realty Secured Party: Maryland National Bank  
By: Howard Pinsky (Seal) Gen. Partner By: Mark T. Blizzard (Seal) Vice President  
By: Joseph O'Brien (Seal) Gen. Partner

MARYLAND NATIONAL BANK

135

BOOK 514 PAGE 138

268390

### FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at Anne Arundel County
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) American Food Systems, Inc. & Subs. Address(es) 918 Chesapeake Avenue  
Annapolis, MD 21403

6. Secured Party: Maryland National Bank Address: Department Collateral Unit  
Lisa Keller Post Office Box 987, Mailstop 500501  
 Attention: Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

Debtor: American Food Systems, Inc. & Subs. Secured Party: Maryland National Bank

By: Howard Pinskey (Seal)  
 Type name and title, if any: Howard Pinskey, President

By: M T Blizzard (Seal)

By: \_\_\_\_\_ (Seal)  
 Type name and title, if any: \_\_\_\_\_

Mark T. Blizzard, Vice President  
 Type name and title: \_\_\_\_\_

11  
2

FINANCING STATEMENT

- 1  To Be Recorded in the Land Records at \_\_\_\_\_
- 2  To Be Recorded among the Financing Records at Anne Arundel County
- 3  Not subject to Recordation Tax.
- 4  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5 Debtor(s) Name(s): Hyatt & Chep P. A. Address(es): 1919 West Street  
Annapolis, Md. 21401

6 Secured Party: Maryland National Bank Address: Department: Collateral Unit  
XXXXXXXXXXXXXXXXXXXX P. O. Box 871  
XXXXXXXXXXXXXXXXXXXX Annapolis, Md. 21404  
 (Mr. Clerk, Please return to Maryland National Bank as indicated in paragraph 6 above.)

7 This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8  All or a portion of the property described above is affixed to or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

Debtor: Hyatt & Chep P. A.

Secured Party: Maryland National Bank

By: Alan J. Hyatt, (Seal)  
 Type name and title, if any President

By: Laura R. Richardson (Seal)  
 Type name and title Commercial Banking Officer

By: \_\_\_\_\_ (Seal)  
 Type name and title, if any

Type name and title

RECORD FEE 11.00  
 POSTAGE .50  
 #002760 0345 004 713:07  
 07/02/07  
 OK

11  
 28

FINANCING STATEMENT

To be filed in the Financing Statement Records of Anne Arundel County, Maryland.

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust (the Security Agreement) securing a debt in the aggregate principal amount of \$2,500,000.00 or so much thereof as may be advanced. THIS FINANCING STATEMENT IS NOT SUBJECT TO TRANSFER TAXES.

NAMES OF DEBTORS:

HAG Limited Partnership , a Maryland Limited Partnership, and Allan E. Rozansky, individually and Harvey Blonder, individually

ADDRESS:

Maryland Route 175 Odenton, Maryland

NAME OF SECURED PARTY:

John Hanson Savings Bank, F.S.B.

TRUSTEES:

Gerald A. Cousino Charles A. Dukes, Jr.

RECORD FEE 15.00 POSTAGE .50

#002600 0345 R04 113:49

01/02/87

CK

ADDRESS:

11700 Beltsville Drive Beltsville, Maryland 20705

1. This Financing Statement covers the following items of property located on that certain piece or parcel of land more particularly described on Schedule A attached hereto and made a part hereof:

- A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtors and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Security Instrument hereinbefore mentioned.
B. All proceeds of the above described collateral.
C. All contract rights of and from the herein described property or any part thereof.

Handwritten initials 'JS' and 'SW' with a checkmark.

- D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real or personal property described in the Security Agreement heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real or personal property or any improvements thereon to the extent of all amounts which may be secured by said Security Agreement at the date of receipt of any such award or payment by the Secured Party and the reasonable counsel fees, costs, and disbursements incurred by the Secured Party in connection with the collection of such award or payment.
  
- 2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, and being known as PARCEL "B", BTR REALTY, INC. PROPERTY CONTAINING 2.7310 AC. & USE IN COMMON PRIVATE DRIVE and more fully described in and conveyed by the Debtors to the Trustees in the Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust constituting the Security Agreement to this secured transaction.

DATED: June 30, 1987

HAG Limited Partnership

By: Allan E. Rozansky (SEAL)  
Allan E. Rozansky, General Partner

By: Harvey Blonder (SEAL)  
Harvey Blonder, General Partner

Allan E. Rozansky (SEAL)  
Allan E. Rozansky, individually

Harvey Blonder (SEAL)  
Harvey Blonder, individually

AFTER RECORDATION, RETURN TO:

John Hanson Savings Bank, F.S.B.  
11700 Beltsville Drive  
Beltsville, Maryland 20705

## SCHEDULE "A"

## FIRST PARCEL:

BEING KNOWN AND DESIGNATED as Parcel "B" as shown on Plat entitled "Plat of "Parcels A & B, BTR REALTY, INC. PROPERTY, Fourth District, Odenton, Anne Arundel County, Maryland" which Plat is recorded among the Land Records of Anne Arundel County in Liber W.G.L. 3214 at folio 389. Containing 2.7310 Acres of land more or less.

## SECOND PARCEL:

BEING all that parcel of land designated as "USE IN COMMON RIGHT-OF-WAY-PRIVATE DRIVE" as shown on Plat entitled "Parcels A & B, BTR REALTY, INC. PROPERTY, Fourth District, Odenton, Anne Arundel County, Maryland", which Plat is recorded among the Land Records of Anne Arundel County in liber W.G.L. 3214 at folio 389 containing 21,527 square feet or 0.4942 Acres of land, more or less.

Being part of the tract of land described in a Deed dated March 11, 1976 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 2841 at folio 534, which was granted and conveyed by Cojac Company, Inc. to the said BTR REALTY, INC.

TOGETHER WITH a right of way through Parcel A as shown on the above referenced Plat and more particularly described as follows:

Beginning for the same as now surveyed, bearings referred to Anne Arundel County Grid North, at the end of the second line of the land conveyed by EXXON CORPORATION to COJAC COMPANY, INC. in Deed dated July 26, 1974 and recorded among the Land Records of Anne Arundel County in Liber 2694 at folio 207, and on the Northeasterly Right-of-Way line Maryland Route No. 175, as shown on Maryland State Highway Administration (formerly Maryland State Roads Commission) Right-of-Way Plat No. 37409 and running with part of the second line reversed,

1. North 14 degrees 07 minutes 55 second West 82.03 feet, then to cross and include part of the aforesaid Deed,
2. North 75 degrees 52 minutes 05 seconds East 35.00 feet, then
3. South 14 degrees 07 minutes 55 seconds East 76.85 feet, then
4. South 30 degrees 57 minutes 25 seconds East 268.91 feet, then
5. South 59 degrees 02 minutes 35 seconds West 35.00 feet to the end of the third line of aforesaid Deed and on said Right-of-Way line, then running reversely with the third line and Right-of-Way
6. North 30 degrees 57 minutes 25 seconds West 274.09 feet to the place of beginning. Containing a computed area of 12,283 square feet or 0.2820 Acres of land, more or less.

Subject to the legal operation and effect of a Declaration of Easement dated March 11, 1976 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2841 folio 537; as corrected by Correction of Easement dated December 17, 1976, and recorded among the aforesaid Land Records in Liber 2919, folio 892; and amended by Amendment to Declaration as recorded among the aforesaid Land Records in Liber 3435 at folio 713, dated August 27, 1981.

208393

BOOK 514 PAGE 141

TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor: Ruth A. Wojcik and Earl M. Meyers  
Address: c/o Mr. Michael Meyers  
690 Fairview Road  
Annapolis, Maryland 20403
  
2. Secured Party: SECOND NATIONAL FEDERAL SAVINGS BANK  
Address: P. O. Box 2558  
Salisbury, MD 21801  
ATTN: William F. Brooks, Jr.  
RECORD FEE 15.00  
POSTAGE .50
  
3. This Financing Statement covers:  
(a) All improvements, buildings, fixtures, machinery, equipment, inventory, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in **Exhibit A** or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor. #002840-0040-003 T15:10  
06/30/87  
(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in

the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any development of or business conducted on the property.

4. The aforesaid items covered by this Financing Statement are included as security in the Deed of Trust and Deed of Trust Promissory Note executed even date hereto between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the Anne Arundel County, Maryland.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached Exhibit A.

Debtor:

Ruth A. Wojcik (SEAL)  
Ruth A. Wojcik

Earl M. Meyers (SEAL)  
Earl M. Meyers

BY: Ruth A. Wojcik (SEAL)  
Ruth A. Wojcik, his attorney-  
in-fact

Dated: 2/29/87

MR. CLERK:

Please return to:

DAVID S. BRUCE, Esq.  
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.  
80 West Street, P. O. Box 868  
Annapolis, Maryland 21404

Mail to  
S400543p.MLS

## EXHIBIT A

BEGINNING for the same on the south side of Green Street at the southwest corner of a brick dwelling standing on the lot now being described; and running thence southeasterly, bounding on the gable and of said building for the distance of thirty feet two inches (including the foundation or cemented wall of said gable) to the southeast corner of said building; thence running south  $46^{\circ} 45''$  east  $105' 4''$  to a post in a line of the lot of ground owned or formerly owned by Dr. John Ridout; thence running northeasterly, and bounding on said lot the distance of  $51'$  to a point in a line of the lot of ground owned or formerly owned, by Grant H. Stockett; thence running northwesterly, binding on said lot, for the distance of  $136' 3''$  to the aforesaid line of Green Street; thence running southwesterly, and bounding on the line of said street, for the distance of  $54'$ , to the place of beginning. The improvements thereon being known as No. 172 Green Street.

BEING the same lot of ground conveyed by and described in a Deed from John S. Revelle, Jr. and Marilynn M. Revelle, his wife, to John S. Revelle, Jr. and Marilynn M. Revelle, his wife, dated April 27, 1982 and recorded among the Land Records of Anne Arundel County in Liber 3540, folio 512.

AND BEING the same lot of ground conveyed by and described in a Deed from John S. Revelle, Jr. and Marilynn M. Revelle, his wife, to GREEN STREET PROPERTIES, INC., dated June 29, 1987 and recorded or intended to be recorded in the Land Records of Anne Arundel County, Maryland.

514 144

268391

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$

If this statement is to be recorded in land records check here.

This financing statement Dated May 26, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.
Address 300 E. Lombard Street
Baltimore, Maryland 21202

RECORD FEE 11.00
POSTAGE .50
#35494 0237 POZ 109:38
JUL 6 97
CR

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated Mar. 26, 1986, Schedule # 03, dated May 5, 1987 between Assignor as Lessor and LEASE ACCOUNT # 686230 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 26, 1987 between Assignor and Assignee:

- 2 Five gallon Hi-Stack Pail moulds S/N MS018225-1 & MS018335-2
2 Five gallon Mini Pail Moulds S/N MS018336-1 & MS018336-2

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Handwritten signature of Frank J. Sarro, III.

(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALITMORE FEDERAL FINANCIAL, F.S.A.

Handwritten signature of R.W. Winkhold Sr.

(Signature of Secured Party)

R.W. Winkhold Sr. L.C.O.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

PRO/PDT/

TEAM04

514 145

268326

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Building, Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.  
Address 300 E. Lombard Street  
Baltimore, MD 21203

RECORD FEE 11.00  
POSTAGE .50  
#35495 0237 R02 109139  
JUL 6 87  
CK

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated Jan. 17, 1987, Schedule #04, dated April 30, 1987 between Assignor as Lessor and LEASE ACCOUNT # 787110 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 26, 1987 between Assignor and Assignee:

- 2 (two) CADD I High Flow Kit
- 1 (one) Model FPD14TMW - Top Mount Refrigerator
- 1 (one) Plan 25

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarno III  
(Signature of Debtor)

Frank J. Sarno III, Exec. V.P.  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

R. W. Weimhold Sr  
(Signature of Secured Party)

R. W. Weimhold Sr LCC  
Type or Print Above Name on Above Line

Filed with Anne Arundel County.

514 148

668399

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation  
Address The Steffey Bldg., Ste. 200-B; 407 Crain Highway, Glen Burnie, MD 21061

RECORD FEE 11.00  
POSTAGE .50  
JUL 6 1987  
CK

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.  
Address 300 E. Lombard Street  
Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated Jan. 17, 1987, Schedule #05, dated May 1, 1987 between Assignor as Lessor and LEASE ACCOUNT #787110 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 26, 1987 between Assignor and Assignee:

- 4 (four) CADD I High Flow Kit
- 1 (one) CAD VT

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)  
TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III  
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

BALITMORE FEDERAL FINANCIAL, F.S.A.

R W Weinkowski  
(Signature of Secured Party)

R W Weinkowski L.C.C.  
Type or Print Above Name on Above Line

Filed with Anne Arundel County.

STATE OF MARYLAND

300 514 147

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256827

RECORDED IN LIBER 485 FOLIO 451 ON 5/24/85 (DATE)

1. DEBTOR

Name Trans-American Leasing Corp.

Address The Steffey Bldg. Suite 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Association

Address 7711 Quarterfield Road, Glen Burnie, MD 21061

RECORD FEE 10.00  
POSTAGE .50  
#35497 0237 R02 T09:43  
JUL 6 87

CK

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>1 (one) 10 ton General Electric Air Conditioning System</p> <p>Assignee:</p> <p>Trans-American Leasing Corp. The Steffey Bldg., Suite 200B Glen Burnie, MD 21061</p> <p>SCTS 02</p>	

IRVINGTON FEDERAL SAVINGS AND LOAN ASSO.

Dated 6-4-87

*William J. Ottey*  
(Signature of Secured Party)

William J. Ottey, Executive Vice President  
Type or Print Above Name on Above Line

Filed in Anne Arundel County

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256867

RECORDED IN LIBER 485 FOLIO 452 ON 5/24/85 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation  
Address The Steffey Bldg. Ste 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Association  
Address 7711 Quarterfield Road, Glen Burnie, MD 21061

RECORD FEE 20.00  
POSTAGE .50  
H35498 C237 R02 109:43  
JUL 6 87  
OK

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>SCTS 01</p> <p>SEE ATTACHED EQUIPMENT LIST: Assignee: Trans-American Leasing Corp. The Steffey Building Suite 200B 407 Crain Highway Glen Burnie, MD 21061</p>	

IRVINGTON FEDERAL SAVINGS AND LOAN ASSO.

Dated 6-4-87

William J Ottey EUP  
(Signature of Secured Party)

WILLIAM J OTTEY EUP  
Type or Print Above Name on Above Line

Filed in Anne Arundel County

EQUIPMENT LIST

BOOK 514 PAGE 149

Item I	<p>A) 60 - 1K2129 Contemporary Bentwood Bar Chairs w/oak seats &amp; swivels</p> <p>B) 24 - 1K2023 Contemporary Bentwood Side Chairs w/oak seats</p> <p>C) 6 - Custom 30" x 42" Oak Pedestal Tables</p> <p>D) 3 - 1K3093 30" Rd. Oak Table Top: only</p>
Item - II	<p>A) 1 - AWTP4-NG-1 HT TBL W/ET GAS SAF BLT</p> <p>B) 2 - 501585 COVER, ROLL-TOP 1220 FW</p> <p>C) 2 - 304020 INSET 4QT</p> <p>D) 4 - 30421 INSET 7QT</p> <p>E) 4 - 304019 LID-FOR 7QT INSET</p> <p>F) 2 - 304018 LID-FOR 4QT INSET</p>
Item - III	<p>1 - 1000-TH/STD 240V RH+CS 5LD DR MODEL 104202 S/N 4037-5</p>
Item - IV	<p>2 - 7262D 6' Super Chief bottle Cooler s/n 265340-352</p> <p>2 - C31087 Floor Rack</p> <p>2 - TS-18BLW-12-30CHCP-6CO-12U2 6'6"</p> <p>Top Shelf Workboard Plus:</p> <p>1 - 7051-51 Condiment Tray</p>

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sapro III

TITLE: Frank J. Sapro III, Exec. V.P.

IRVINGTON FEDERAL SAVINGS & LOAN  
ASSOCIATION OF BALTIMORE

BY: William J. Ottey

TITLE: William J. Ottey, V.P.

EQUIPMENT LIST

BODY 514 PAGE 150

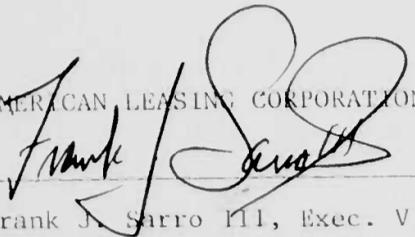
LICER - 485 PAGE 154

Item # IV 1001.1

- 1 - 7053-8 5' SPEEDRAIL
- 2 - TS-12HS-600CHES-1.5-TRBLW 6'7" TOP SHELF  
WIREBOARD PLUS:
  - 1 - 7051-51 CONDIMENT TRAY
  - 1 - 7053-8 5' SPEEDRAIL
  - 2 - 8340-2 2' CASCADE CHILLER
  - 2 - TS-53C 9' TOP SHELF WIREBOARD PLUS:
    - 1 - 824-C13 FAUCET
    - 1 - 203 DRAIN ASSY.
    - 1 - 7053-8 5' SPEEDRAIL
  - 2 - TS-12HS-PS 1' TOP SHELF WIREBOARD PLUS:
    - 1 - 824-C4 FAUCET
    - 1 - 7053-0 1' SPEEDRAIL
    - 1 - 7055-45 CONNECTOR KIT
  - 2 - 7054LMR LEFT END SPLASH GUARD KIT FOR FIELD INSTALL.
  - 1 - 4206-UL CENTURY BEER SYSTEM TO CONSIST OF THE  
FOLLOWING:
    - 1 - 4206 1/3 hp. POWER PACK S/n 268216
    - 2 - 4208-1 WALL BRACKET
    - 2 - C23026 COOLANT KIT
    - 2 - C23045 TEE KIT
    - 1 - 4220-6 + 3 TRUNK HOUSING 55°

TRANS-AMERICAN LEASING CORPORATION

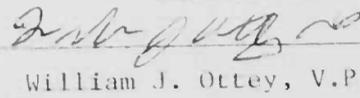
BY:



TITLE: Frank J. Sarro III, Exec. V.P.

IRVINGTON FEDERAL SAVINGS & LOAN  
ASSOCIATION OF BALTIMORE

BY:



William J. Otley, V.P.  
TITLE:

EQUIPMENT LIST

Item - IV Cont'd

- 2 - C23049W Wire Tee Kit
- 1 - 4020-6 + 3 Trunk Housing 60"
- 4 - Special 4005-6B Tee Towers w/3 Elastic Straps & Faucets
- 4 - 5025 Drainair
- 2 - K022296 Cord Kit
- 4 - C15699 Tape
- 1 - K1390Tb Drain Hose 40"
- 1 - K669 Air Compressor s/n 269407
- 1 - K664 Air Gas Blender
- 12 - C2701B Conversion Kit (less tanks)
- 2 - K2925B Regulator
- 1 - K2928C Regulator
- 5 - C6700A 5 Year Warranty

Item - V

- 3 - C11220 Teltronic II

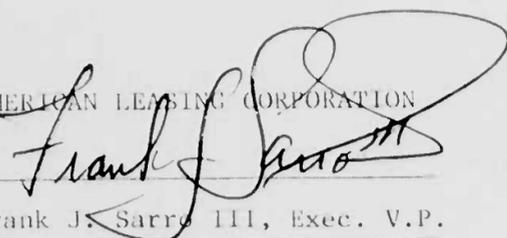
Item - VI

- 1 - 5400730 B351R FD-STMK Push Button

Item - VII

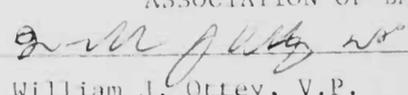
- 1 - CD-1192R Manitowoc Cuber s/n B3106017
- 1 - AC-1195A Manitowoc Condenser s/n B50190599
- 1 - RT-35 Manitowoc Line Set

TRANS-AMERICAN LEASING CORPORATION

BY: 

TITLE: Frank J. Sarro III, Exec. V.P.

IRVINGTON FEDERAL SAVINGS & LOAN  
ASSOCIATION OF BALTIMORE

BY: 

William J. Ottey, V.P.  
TITLE: \_\_\_\_\_

## EQUIPMENT LIST

LIBER - 485 PAGE 456

Item - VIII 1 - 5010201 25P WDM TRUFF-381 25den  
 1 - 468050 25 BRIM BATH HAT LADY  
 1 - 457200 BRIM HAT-117  
 1 - 461500 25 GAC BRIM HAT

Item - IX 1 - 30296 20" B/D BOOR Vent  
 1 - 46852 1/3 1725 CAP 56 OPEN  
 1 - 3X794 1GR A PUL 6.93 x 3/4"  
 1 - 3X263 1GR VP PUL 3.15 x 5/8"  
 1 - 41280 1/2 x 28" PHF BELT  
 1 - 70696 18-1/2" B/D VENT w/mtr  
 4 - 40408 20 x 20 x 2" CHEESE FILTER

Item - X 3 - 750 HIGH BOY BASES

Item - XI 1 - RP-10-12C SANDWICH UNIT 1/2" 11 1/2/60/1

Item - XII 1 - F150014L 14"AA NATURAL GAS

Item - XIII 3-Compartment Sink

Item - XIV 2-Door Victory Cooler

Item - XV 10 x 12 Walk-in

Item - XVI 2-door Freezer

Item - XVII Dunnage Racks

800: 514 152

Mailed to: Irvington Fed Sav & Loan

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarr IIITITLE: Frank J. Sarr III, Exec. V.P.IRVINGTON FEDERAL SAVINGS & LOAN  
ASSOCIATION OF BALTIMOREBY: William J. OtteyTITLE: William J. Ottey, V.P.

514 153

268400

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPED OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated May 29, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SARRO/SIEGEL LEASING PARTNERSHIP  
Address The Steffey Building, Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.  
Address 300 E. Lombard Street  
Baltimore, MD 21202

RECORD FEE 11.00  
POSTAGE .50  
#880507 0287 R02 110:21  
JUL 6 87  
CK

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated May 8, 1987, Schedule #01, dated 5-15-87 between Assignor as Lessor and LEASE ACCOUNT # 880507 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 29, 1987 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SARRO/SIEGEL LEASING PARTNERSHIP

[Signature]  
(Signature of Debtor)

Partner

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

[Signature]  
(Signature of Secured Party)

R W Weinhold Sr L.C.S  
Type or Print Above Name on Above Line

Filed with Anne Arundel

BWF/MARSH

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	RS6E Glencoe Refrigerator
1	115V/Cincinnati Time Clock
1	OMRON RS-18-11 Cash Register
1	Aqua Matic/6' Hood System (Dry)
4	Pitman 14BA Std Gas Fryers
4	Pitman Sets of Casters
70	Pitman Baskets
1	Miroil Filter
1	Nelco/B411-0121200 Ice Machine
1	Nelco/B4000165100 Ice Bin
1	Eagle/HSA 10FO Hot Warmer w/lids
1	Melink 200XS Safe
1	Eagle/HSA Handsink
1	Eagle/41216318L&R 3 Compartment Sink
1	Advance/1005 Dunnage Racks
1	RF Hunter E080E Filtrator
1	RF Hunter Set Filters
1	Bloomfield #29 Potato Cutter
1	Bloomfield 3/8" Heat
1	Advance/1006 Dunnage Rack
2	Crescor/229FF20 Fry Basket Racks
4	Avtec Quick Disc/Hoses
1	Metal Masters Shelf
1	Boardwalk Fries Smallwares Package
1	Triangle Sign - Sign and Menu Board

SARRO/SIEGEL LEASING PARTNERSHIP

BY:

*Frank Sarro*

TITLE: Partner

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY:

*Bob Weinkauf*

TITLE:

*Bob Weinkauf Sr LGS*

TO BE  
XXX NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO  
XXX NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$25,581.00

FINANCING STATEMENT

514 155

268401

1. DEBTOR (S):

HOPKINS WAYSON INC.  
Name or Names - Print or Type

1358 MARLBORO ROAD LOTHIAN, MARYLAND 20711  
Address - Street No., City - County State Zip Code

Name or Names - Print or Type

Address - Street No., City - County State Zip Code

2. SECURED PARTY:

JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY  
Name or Names - Print or Type

400 19th Street, Moline, Illinois 61265  
Address - Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe & Attach separate list if necessary).

New John Deere Dozer, Model #350D, S/N T0350DE731629

RECORD FEE 11.00  
POSTAGE .50  
#35505 0237 R02 T10:25  
JUL 6 87

CK

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral XXX are, \_\_\_ are not covered.

7. Products of collateral \_\_\_ are, XXX are not covered.

DEBTOR (S):

[Signature]  
Signature of Debtor  
\_\_\_\_\_  
Type or Print

\_\_\_\_\_  
Signature of Debtor  
\_\_\_\_\_  
Type or Print

SECURED PARTY:

JOHN DEERE INDUSTRIAL EQUIPMENT CO.  
Company, if applicable

\_\_\_\_\_  
Signature of Secured Party

\_\_\_\_\_  
Type or Print (include title Co. if

To the filing Office: After this settlement has been recorded please mail the same to:

Name & Address JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY, 400, 19th St., Moline, Ill. 61265

↑

268402

BOOK 514 PAGE 156

62-2899

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

STATE CORPORATION COMMISSION  
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)  
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

RECORD FEE 12.00  
POSTAGE .50  
JUL 6 1987 11:30  
CK

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.  
No other name will be indexed.

Katrina Gay Harry  
Robert Woolls Magill  
D-93 Holiday Mobile Estates  
Jessup, Maryland 20794

Check the box indicating the kind of statement.  
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

United Savings Bank  
11419 Sunset Hills Rd.  
Reston, Va. 22090

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered ( )

Description of collateral covered by original financing statement

1971 Marietta, 65X12, 3BR., serial #0394

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

*Katrina Gay Harry*  
*Robert W. Magill*

Signature of Debtor if applicable (Date) ~~XXXXXX~~ 6-3-87

*Kelly Bleck* 6/3/87

Signature of Secured Party if applicable (Date)

FILING OFFICER COPY

Revised 7-1-82

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 801-7 Ed. 1/83

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. 252456 recorded in  
Liber 474, Folio 285 on July 5, 1984 (Date).

1. DEBTOR(S):

Name(s) Leroy M. Merritt  
Address(es) 2066 Lord Baltimore Drive, Baltimore, MD 21207

2. SECURED PARTY:

Name Equitable Bank, National Association  
Address 100 South Charles Street, Baltimore, MD 21201

Person and Address to whom Statement is to be returned if different from above.  
William T. Define, Esquire, Miles & Stockbridge, 10 Light Street  
Baltimore, MD 21202

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

- 3.  CONTINUATION. The original Financing Statement referred to above is still effective.
- 4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7.  RELEASE (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. (a) Assignee of Secured Party: The Penn Mutual Life Insurance Company  
510 Walnut Street  
Philadelphia, PA 19172  
(b) See additional sheets attached as Exhibit A for amendment

RECORD FEE 41.00  
#35514 0055 RV2 110:55

9. SIGNATURES.

Leroy M. Merritt  
Leroy M. Merritt  
SPACE ASSOCIATES, INC.

By Leroy M. Merritt  
Leroy M. Merritt, President

DEBTOR(S)

SECURED PARTY  
EQUITABLE BANK, NATIONAL ASSOCIATION

By William E. Eyring, Jr.  
William E. Eyring, Jr., Vice President  
(Type, Name and Title)

JUL 6 87  
OK

(Necessary only if Item 6 is applicable)  
Type name of each signature and if Company,  
type name of Company and Name and Title of  
Authorized Signer.

EXHIBIT A

AMENDMENT OF FINANCING STATEMENT FROM  
LEROY M. MERRITT TO EQUITABLE BANK, NATIONAL ASSOCIATION

1. Space Associates, Inc. is added as an additional Debtor, with an address at c/o 2066 Lord Baltimore Drive, Baltimore, Maryland 21207.

2. The description of the collateral contained in Item 3 is hereby deleted and the following is inserted in its stead:

(a) All fixtures, appliances, machinery, furniture and equipment of any nature whatsoever, and other articles of personal property owned by Debtor now or at any time hereafter installed in, attached to or situated in or upon the real estate hereafter referenced or any buildings and improvements now or hereafter erected thereon, or used or intended to be used in connection with the real estate, or in the operation of any buildings and improvements now or hereafter erected thereon, or in the operation or maintenance of any such building or improvement, plant or business situate thereon, whether or not the personal property is or shall be affixed thereto, including but not limited to all furniture, furnishings, apparatus, machinery, motors, elevators, fittings, radiators, gas ranges, ice boxes, mechanical refrigerators, awnings, shades, screens, blinds, office equipment, carpeting and other furnishings, and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air conditioning and sprinkler equipment and fixtures and appurtenances thereto, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said building or buildings in any manner, but excluding all improvements, materials, movable fixtures and personal property affixed to or within the aforesaid real estate which are owned by the tenants of space under occupancy leases, and their respective assignees and/or sublessees, unless such improvements, buildings and materials become the property of Debtor as a result of a termination of such occupancy lease, in which event the aforesaid shall be subject hereto. The real estate referred to herein is that described in a certain Amended, Restated and Supplemented Deed of Trust and Security Agreement dated July 1, 1987 (the Deed of Trust) from the Debtor to trustees designated by the Secured Party, said real estate being located in Anne Arundel County, Maryland and more particularly described in Exhibit B attached hereto and made a part hereof.

(b) All awards and other compensation heretofore and hereafter to be made to Debtor for any taking by eminent domain, either permanent or temporary, of all or any part of the said real estate or any easement or appurtenance thereof, including severance and consequential damage and change in grade of streets.

(c) All revenues, rents, issues, profits, royalties, income, reversions and remainders derived from the above described real estate or any buildings and improvements now or hereafter erected thereon, subject to the right, power and authority of Debtor to collect and apply such rents prior to default under the Deed of Trust.

1

(d) All of the right, title and interest of Debtor in and to all leases or subleases now existing or hereafter arising covering all or any portion of the above described real estate or any buildings or improvements now or hereafter erected thereon, and all right, title and interest of Debtor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature.

(e) To the fullest extent permitted by applicable law, all permits, licenses, franchises and other governmental authorizations now or hereafter issued in connection with the design, construction, development and operation of the real estate or of any buildings and improvements now or hereafter erected thereon.

(f) The name under which the real estate or any improvements or buildings now or hereafter erected thereon are now or hereafter operated and any and all other trade names and marks, logos and other identifying materials used with respect to the ownership, development or operation of the real estate and the buildings or improvements now or hereafter erected thereon, including, without limitation, all offering materials, advertisements and related items.

(g) Any and all agreements, whether now in existence or hereafter entered into (i) providing for payments to be made to Debtor by any party in connection with the real estate or any improvements or buildings now or hereafter erected thereon, (ii) with any governmental authority relating to the development of the real estate or off-site improvements related thereto, and (iii) granting or creating any easements benefitting the real estate.

Proceeds and products of all collateral are covered.

PROPERTY DESCRIPTION

3000 514 PAGE 100

All those lots or parcels of ground situate, lying and being in Anne Arundel County, Maryland, more particularly described as follows:

PARCEL ONE:

BEGINNING for the same at an iron pipe found on the tenth or South 73 degrees 11 minutes East, 2385.97 foot line of that parcel of land described in the conveyance from John E. Stoll and wife to Jerome M. Lichtenberg and wife, by deed dated May 16, 1946, recorded among the land records of Anne Arundel County, Maryland, in Liber J.H.H. 357 at folio 480, said iron pipe found also being at the end of the first or South 73 degrees 04 minutes 36 seconds East, 204.77 foot line of that parcel of land described in the conveyance from Jerome M. Lichtenberg and wife to Edward J. Eichelman, Jr. and wife, by deed dated March 12, 1951, recorded among the land records of Anne Arundel County, Maryland, in Liber J.H.H. 613 at folio 488; thence leaving the point of beginning and binding along part of the said tenth line of the first abovementioned conveyance and referring the courses of this description to the Maryland State Grid Meridian, as now surveyed, South 73 degrees 22 minutes 15 seconds East, 813.89 feet to an iron pipe set at the end of the fifth or North 62 degrees 43 minutes East, 873.31 foot line of that parcel of land described in the conveyance from John E. Stoll and wife to The Susquehanna Transmission Company of Maryland, by deed dated March 16, 1931, recorded among the land records of Anne Arundel County, Maryland, in Liber F.S.R. 87 at folio 150; thence binding reversely along part of the said fifth line of

the last mentioned conveyance, South 62 degrees 31 minutes 54 seconds West, 764.59 feet to an iron pin set on the northeasterly right-of-way line of Hammonds Ferry Road Relocation, as shown on the State Roads Commission of Maryland Plat No. 6848; thence binding along the said northeasterly right-of-way line of Hammonds Ferry Road Relocation, as shown on the said State Roads Commission of Maryland Plat No. 6848, North 20 degrees 34 minutes 15 seconds West, 443.32 feet to an iron pin set and northwesterly along the arc of a curve to the left, having a radius of 895.16 feet, for an arc distance of 36.92 feet, said curve having a chord of North 21 degrees 45 minutes 08 seconds West, 36.91 feet to an iron pin set on the third or North 73 degrees 04 minutes 36 seconds West, 53.83 foot line of the second abovementioned conveyance; thence binding reversely along part of the last mentioned third line of the second abovementioned conveyance, South 73 degrees 22 minutes 15 seconds East, 26.16 feet to an iron pipe found; thence binding reversely along the second line of the second abovementioned conveyance, North 16 degrees 37 minutes 45 seconds East, 150.00 feet to the point of beginning; containing 5.537 acres of land, more or less.

BEING that parcel of land first described in the conveyance from Joseph J. Caronna, et.al. to The Philadelphia National Bank by deed dated February 14, 1977, recorded among the land records of Anne Arundel County, Maryland, in Liber 3028 at folio 885.

PARCEL TWO:

BEGINNING for the same at an iron pipe set at a point on the tenth or South 73 degrees 11 minutes East, 2385.97 foot line

of that parcel of land described in the conveyance from John E. Stoll and wife to Jerome M. Lichtenberg and wife, by deed dated May 16, 1946, recorded among the land records of Anne Arundel County, Maryland, in Liber J.H.H. 357 at folio 480, said point also being at the end of the first or South 73 degrees 30 minutes East, 108.39 foot line of that parcel of land described in the conveyance from John E. Stoll and wife to The Susquehanna Transmission Company of Maryland, by deed dated March 16, 1931, recorded among the land records of Anne Arundel County, Maryland, in Liber F.S.R. 87 at folio 150; thence leaving the point of beginning and binding on part of the said tenth line of the first abovementioned conveyance and referring the courses of this description to the Maryland State Grid Meridian, as now surveyed, South 73 degrees 22 minutes 15 seconds East, 134.89 feet to an iron pin set on the Highway Protective Easement Area line, as shown on the State Roads Commission of Maryland Plat No. 7024; thence binding on the Highway Protective Easement Area line as shown on the said State Roads Commission of Maryland Plat Nos. 7024, 6716, and 6715, the following three courses and distances: (1) South 17 degrees 05 minutes 00 seconds West, 194.50 feet to an iron pin set; thence (2) southwesterly along the arc of a curve to the right, having a radius of 225.00 feet, for an arc distance of 74.35 feet, said curve having a chord of South 26 degrees 32 minutes 58 seconds West, 74.01 feet to an iron pin set; and (3) South 65 degrees 53 minutes 45 seconds West, 866.80 feet to an iron pin set on the northeasterly right-of-way line of Hammonds Ferry Road Relocation, as shown on the State Roads

Commission of Maryland Plat No. 6848; thence binding along the said northeasterly right-of-way line of Hammonds Ferry Road Relocation, as shown on the said State Roads Commission of Maryland Plat No. 6848, North 20 degrees 34 minutes 15 seconds West, 226.73 feet to an iron pin set on the second or South 62 degrees 43 minutes West, 1078.89 foot line of the second abovementioned conveyance; thence binding reversely along part of the said second line of the second abovementioned conveyance, North 62 degrees 31 minutes 54 seconds East, 937.53 feet to the point of beginning; containing 5.666 acres of land, more or less.

BEING that parcel of land second described in the conveyance from Joseph J. Caronna, et.al. to The Philadelphia National Bank, by deed dated February 14, 1977, recorded among the land records of Anne Arundel County, Maryland, in Liber 3028 at folio 885.

PARCEL THREE:

BEGINNING for the same at an iron pin set at a point, said point being formed by the intersection of the northwesterly right-of-way line of Through Highway of the Washington-Baltimore Expressway, and the northeasterly right-of-way line of Hammonds Ferry Road Relocation, as shown on the State Roads Commission of Maryland Plat No. 6848; thence leaving the point of beginning and binding along the said northeasterly right-of-way line of Hammonds Ferry Road Relocation, as shown on the said State Roads Commission of Maryland Plat No. 6848 and referring the courses of this description to the Maryland State Grid Meridian, as now surveyed, North 20 degrees 34 minutes 15 seconds West, 50.10 feet to an iron pin set on the Highway Protective Easement Area line,

as shown on the State Roads Commission of Maryland Plat Nos. 6716, 6715, and 7024; thence binding along the said Highway Protective Easement Area line, as shown on the State Roads Commission of Maryland Plat Nos. 6716, 6715, and 7024, the following three courses and distances: (1) North 65 degrees 53 minutes 45 seconds East, 866.80 feet to an iron pin set; thence (2) northeasterly along the arc of a curve to the left, having a radius of 225.00 feet, for an arc distance of 74.35 feet, said curve having a chord of North 26 degrees 32 minutes 58 seconds East, 74.01 feet to an iron pin set; and (3) North 17 degrees 05 minutes 00 seconds East, 194.50 feet to an iron pin set on the tenth or South 73 degrees 11 minutes East, 2385.97 foot line of that parcel of land described in the conveyance from John E. Stoll and wife to Jerome M. Lichtenberg and wife, by deed dated May 16, 1946, recorded among the land records of Anne Arundel County, Maryland, in Liber J.H.H. 357 at folio 480; thence binding along part of the said tenth line of the last mentioned conveyance, South 73 degrees 22 minutes 15 seconds East, 50.00 feet to an iron pin set on the northwesterly right-of-way line of Through Highway of the Washington-Baltimore Expressway, as shown on the abovementioned State Roads Commission of Maryland Plat No. 7024; thence binding along the said northwesterly right-of-way line of Through Highway of the Washington-Baltimore Expressway, as shown on the abovementioned State Roads Commission of Maryland Plat No. 7024, the following two courses and distances: (1) South 17 degrees 05 minutes 00 seconds West, 194.90 feet to an iron pin set; and (2) southwesterly along the arc of a curve to the right, having a radius of

275.00 feet, for an arc distance of 104.85 feet, said curve having a chord of South 28 degrees 00 minutes 25 seconds West, 104.20 feet to an iron pin set; thence binding on the northwesterly right-of-way of Through Highway of the Washington-Baltimore Expressway, as shown on the abovementioned State Roads Commission of Maryland Plat Nos. 6715 and 6716, South 65 degrees 53 minutes 45 seconds West, 882.50 feet to the point of beginning; containing 1.330 acres of land, more or less.

BEING that parcel of land third described in the conveyance from Joseph J. Caronna, et.al. to The Philadelphia National Bank, by deed dated February 14, 1977, recorded among the land records of Anne Arundel County, Maryland, in Liber 3028 at folio 885.

The lot of ground hereinabove thirdly described is subject to the use of the State of Maryland in and for the State Highway Administration of Maryland as a protective easement area for the Washington-Baltimore Expressway on which it binds.

ALD/scf  
1-20-83  
J.O. #168

BEGINNING for the same at a point on the northeasternmost side of Hammonds Ferry Road, as shown on S.H.A. Plat No. 6848, said point also being at the end of the southeasternmost outline of that parcel of land labeled "Parcel One" on the plat entitled "Survey Plat of Property of The Philadelphia National Bank;" thence leaving said point and binding on said southeasternmost outline of " Parcel One," referring the courses of this description to the Maryland State Grid Meridian, North 62 degrees 31 minutes 54 seconds West 764.59 feet to a point on the tenth line of that parcel of land described in the conveyance from John E. Stoll and wife to Jerome M. Lichtenberg and wife by deed dated May 16, 1946, recorded among the land records of Anne Arundel County, Maryland in Liber J.H.H. 357 at Folio 400; thence leaving the southeasternmost outline of "Parcel One" and binding on part of the tenth line of the above mentioned conveyance South 73 degrees 22 minutes 15 seconds East 215.55 feet to a point at the end of the northwesternmost outline of that parcel of land labeled "Parcel Two," as shown on the second above mentioned plat; thence leaving the tenth line of the above mentioned conveyance and binding on said northeasternmost outline of "Parcel Two" South 62 degrees 31 minutes 54 seconds West 937.53 feet to a point on the northeasternmost side of Hammonds Ferry Road, as shown on the first above mentioned plat; thence leaving the northeasternmost outline of "Parcel Two" and binding on the northeasternmost side of Hammonds Ferry Road North 20 degrees 34 minutes 15 seconds West 151.09 feet to the point of beginning: CONTAINING 2.931 acres of land, more or less.

BEING all of that parcel of land described in a lease agreement dated April 13, 1983, by and between Baltimore Gas and Electric Company and Space Associates, Inc.

MONUMENTAL TITLE CORPORATION  
MONUMENTAL TITLE BUILDING  
SEVERNA PARK, MARYLAND 21146

*Commercial*

197742

FINANCING STATEMENT STANDARD FORM  
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

INSTRUCTIONS  
1 PLEASE TYPE this form. Fold only along perforation for mailing.  
2 Remove Secured Party and Debtor copies and send other 3 copies, with interest on collateral, paper to the filing office. Enclose filing fee.  
3 If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.  
4 If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.  
5 When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.  
6 At the time of original filing, filing officer should return third copy as an acknowledgement. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

BOOK 514 PAGE 107

208401

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es) Ritchie Greentree Associates Limited Partnership 44 West Lancaster Avenue Ardmore, PA 19003	2 Secured Party(ies) and address(es) Fidelity Bank, National Association Broad and Walnut Streets Philadelphia, PA 19109	3 Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 30.00 POSTAGE .50 TOTAL 30.50 JUL 3 1997 OK
4 This financing statement covers the following types (or items) of property  See Exhibit A attached.  See Exhibit B attached.		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented.

RITCHIE GREENTREE ASSOCIATES  
LIMITED PARTNERSHIP

By: [Signature]  
Signature(s) of Debtor(s)

FIDELITY BANK NATIONAL ASSOCIATION

By: [Signature]  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical  
STANDARD FORM - FORM UCC-1.  
(For Use in Most States)

Exhibit A to Financing Statement

- (a) all buildings and other improvements now or hereafter located on the Real Property ("Improvements");
- (b) all streets, lanes, alleys, passages, ways, water courses, easements, rights, liberties, privileges, air rights, development rights, oil and gas rights, water rights, water stock, tenements, hereditaments and appurtenances whatsoever thereunto belonging to or in any way made appurtenant hereafter, and the reversions and remainder, with respect thereto ("Appurtenances");
- (c) all machinery, apparatus, equipment, furniture, furnishings, fixtures, inventory, goods, appliances and other property of every kind and nature whatsoever, together with replacements thereof and accessories, parts or accessions thereto, owned by Mortgagor or in which Mortgagor has or shall have an interest, and whether or not now or hereafter located on the Real Property, and any and all proceeds of any of the foregoing ("Equipment");
- (d) all building materials, building machinery and building equipment delivered on site to the Real Property during the course of, or in connection with, the construction of, or reconstruction of, or remodeling of any building and improvements from time to time during the term of this Mortgage and Security Agreement ("Building Equipment");
- (e) all general intangibles relating to the development or use of the Real Property, including but not limited to all licenses, permits and agreements from or with all boards, agencies, departments, public utilities, governmental or otherwise, all names under which or by which the Real Property or Improvements may at any time be operated or known and all rights to carry on business under any such names or any variations thereof, all trademarks and goodwill in any way relating to the Real Property, all shares of stock or other evidence of ownership of any part of the Real Property owned by Mortgagor in common with others, and all documents of membership in any owners or members association or similar group having responsibility for managing or operating any portion or all of the Real Property ("Intangibles");
- (f) all awards or payments, including interest thereon, which may be made with respect to the Real Property and Improvements, whether from the exercise of the right of eminent domain (including any transfer made in lieu of the exercise of said right), or for any other injury to or decrease in the value of the Real Property or Improvements including, without limitation, all awards or payments of estimated compensation, all damages to the Real Property or Improvements resulting from any taking, all machinery and equipment dislocation expenses, all settlement amounts, all apportionments of taxes, reimbursement of attorneys and engineers fees, all moving expenses and all business dislocation expenses ("Awards");

MONUMENTAL TITLE CORPORATION  
MONUMENTAL TITLE BUILDING  
SEVERNA PARK, MARYLAND 21146

*Commercial*

(g) all insurance policies covering the Real Property or Improvements and all proceeds of any unearned premiums on any such insurance policies including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Real Property or Improvements ("Insurance Policies");

(h) all leases and other agreements affecting the use or occupancy of any portion or all of the Real Property or Improvements, whether heretofore or hereafter executed and all rights of Mortgagor to payment under any such lease or agreement ("Leases");

(i) all rents, receipts, issues, profits and other income of any and all kinds (including deposits) received or receivable and due or to become due from the sale or lease of any property, goods or materials or from the rendering of services including, but not limited to (i) the lease of all or a portion of the Real Property or Improvements, or (ii) the operation of any income-producing facility on the Real Property or Improvements (all of such proceeds, receipts and income are hereinafter referred to as the "Income and Rents" and all such rights are hereinafter referred to as the "Accounts Receivable");

(j) any securities or guaranties held by Mortgagor with respect to any of the Intangibles, Awards, Leases or Accounts Receivable, and any notes, drafts, acceptances, chattel paper, documents or other instruments evidencing the same ("Securities");

(k) all Loan funds held by Mortgagee, whether or not disbursed, all funds deposited by Mortgagor with Mortgagee pursuant to the Construction Loan Agreement, all reserves, deferred payments, deposits, refunds, cost savings and payments of any kind relating to the Improvements ("Deposits");

(l) all plans and specifications prepared for construction of the Improvements and all studies, data and drawings related thereto; and also all contracts and agreements relating to the aforesaid plans and specifications or to the aforesaid studies, data and drawings, or to the construction of Improvements ("Plans"); and

(m) the right, in the name and on behalf of itself or Mortgagor, to appear in or defend any action or proceeding brought with respect to the Real Property or Improvements (including without limitation, any condemnation or arbitration proceedings) and to commence any action or proceedings to protect the interest of Mortgagee in the Real Property and Improvements.

## PARCEL 1

**BEGINNING** at a point in the southerly right-of-way of Cedar Avenue as shown on State Road Commission plat number 19235, said point further being located in the westerly line of the Governor Ritchie Highway and 25.00 feet at a right angle to the South of baseline right-of-way station 1+06.00 for the said Cedar Avenue as shown on State Roads Commission of Maryland plat number 34525 and as recorded among the land records of Anne Arundel County, Maryland in Liber 3416 at Folio 780; thence departing said beginning point so fixed and departing said southerly right-of-way and now binding on said westerly line of Maryland Route 2, (Governor Ritchie Highway) as shown on said plat with meridian referenced to Maryland State Grid North as now surveyed by Dewberry & Davis, Registered Professional Land Surveyors.

1. South 22° 47' 30" East 54.01 feet; thence southeasterly 173.83 feet along an arc of a curve to the right having a radius of 11.369.98 feet with a chord bearing and distance of
2. South 06° 13' 36" East 173.83 feet; thence continuing southeasterly along same said curve to the right with an arc of 128.25 feet and a chord bearing and distance of
3. South 05° 27' 56" East 128.25 feet to a point of tangency; thence
4. South 04° 40' 32" East 17.46 feet; and
5. South 04° 57' 26" East 70.44 feet to a point located 32.00 feet on a radial line to the right of baseline right-of-way station 0+00, Ramp "Y" as shown on State Roads Commission plat number 34525; thence
6. South 19° 39' 05" West 82.49 feet; thence southwesterly 200.82 feet along an arc of a curve to the right having a radius of 180.00 feet with a chord bearing and distance of
7. South 51° 14' 11" West 190.56 feet;
8. North 89° 40' 53" West 83.48 feet;
9. South 77° 13' 13" West 29.32 feet;
10. South 80° 02' 02" West 14.61 feet;
11. South 01° 48' 50" East 11.00 feet, and
12. North 89° 59' 58" West 92.45 feet; thence now binding on the northerly right-of-way of Ramp "Y" now as shown on State Roads Commission of Maryland plat number 34525
13. North 82° 55' 53" West 153.53 feet;
14. North 81° 56' 05" West 10.89 feet;
15. North 81° 43' 28" West 8.66 feet;
16. South 86° 58' 10" West 30.59 feet;

17. North 81° 43' 15" West 69.00 feet;
18. North 77° 03' 14" West 49.16 feet;
19. North 81° 43' 15" West 200.00 feet;
20. North 87° 30' 12" West 79.40 feet;
21. North 81° 43' 15" West 21.00 feet;
22. North 49° 13' 34" West 53.98 feet, and
23. North 81° 43' 24" West 200.06 feet; thence northwesterly 279.24 feet along an arc of a curve to the right having a radius of 1716.35 feet with a chord bearing and distance of
24. North 77° 03' 45" West 278.93 feet to intersect with the easterly line of Harris Heights Avenue as shown on a plat entitled "Harris Heights" and recorded among that plat records of said county in Plat Book 4 at Folio 34; thence departing the northerly line of Ramp "Y" and binding in said easterly line in part thereof
25. North 09° 33' 45" West 84.59 feet to intersect with the southerly line of Sycamore Drive as recorded among the land records of the aforesaid county in Liber 2617 at Folio 352; thence departing the aforesaid easterly line and now binding in said southerly line of Sycamore Drive
26. North 80° 26' 17" East 131.16 feet, and
27. North 64° 58' 17" East 252.54 feet to the point marking the southerly corner common to Sycamore Drive and that of Anne Arundel County, Maryland, a body corporate and public of the State of Maryland, as recorded among the land records of aforesaid county in Liber 2635 at Folio 897; thence binding reversely with the southerly line of division
28. North 64° 58' 17" East 50.00 feet to a point marking the corner common to Anne Arundel County, Maryland and that Chertkof Property as recorded among the aforementioned land records in Liber 2465 at Folio 350; thence continuing
29. North 64° 58' 17" East 522.15 feet to intersect with westerly line of Cedar Avenue for a total distance of 572.15 feet; thence binding on the southerly line of Cedar Avenue as shown on State Roads Commission of Maryland plat number 19235
30. South 07° 32' 37" West 10.40 feet;
31. North 64° 15' 32" East 16.44 feet; thence northeasterly 193.20 feet along an arc of a curve to the right having a radius of 424.99 feet with a chord bearing and distance of
32. North 77° 16' 51" East 191.54 feet;
33. South 00° 18' 17" West 20.00 feet;
34. South 80° 28' 00" East 129.93 feet;
35. North 18° 46' 00" East 20.00 feet; thence southeasterly 3.89 feet along an arc of a curve to the right having a radius of 425.00 feet with a chord distance.
- BOOK 514 PAGE 171

36. South  $70^{\circ} 58' 20''$  East 3.89 feet to a point of reverse curvature; thence southeasterly 218.39 feet along a curve to the left having a radius of 475.00 feet with a chord bearing and distance of
  37. South  $83^{\circ} 52' 59''$  East 216.47 feet, and
  38. South  $82^{\circ} 56' 50''$  East 44.00 feet to the point and place of beginning
- CONTAINING 16.2931 Acres of Land more or less.

BOOK 514 PAGE 172



COMMONWEALTH LAND  
TITLE INSURANCE COMPANY  
A Reliance Group Company

800 514 173

File No.

Policy No.

PARCEL 2

BEGINNING at a point in the westerly right-of-way of Maryland Route 2 (Governor Ritchie Highway), said point being located 132.00 feet at a right angle to the west of baseline right-of-way station 3+28.00 as shown on State Roads Commission of Maryland plat number 19235; thence departing said point so fixed and binding on said westerly right-of-way in part thereof with meridian reference to Maryland State Grid North as now surveyed by Dewberry & Davis, Registered Professional Land Surveyors,

1. South 07° 38' 40" East 14.20 feet;
2. South 07° 38' 09" East 100.32 feet, and
3. South 22° 58' 58" East 99.35 feet to intersect with the northerly line of Cedar Avenue as shown on said State Roads Commission plat, thence binding reversely with said northerly line in part thereof
4. South 82° 56' 50" West 44.00 feet, thence northwesterly 168.11 feet along an arc of a curve to the right having a radius of 425.00 feet with a chord bearing and distance of
5. North 85° 43' 16" West 167.02 feet; thence
6. North 15° 36' 39" East 20.00 feet, and
7. North 75° 59' 17" West 131.46 feet, and
8. South 07° 03' 10" West 20.00 feet; thence northwesterly 68.80 feet along an arc of a curve to the left having a radius of 475.00 feet with a chord bearing and distance of
9. North 87° 05' 53" West 68.74 feet to intersect with the southerly line of the Chertkof property as recorded among the land records of Anne Arundel County, Maryland in Liber 2465 at Folio 350; thence binding reversely with said southerly line
10. North 64° 58' 13" West 385.70 feet to the point and place of beginning.

CONTAINING 0.9144 Acre of Land, more or less.

[Redacted]

3. Date, Time, Number and Filing Office: (Filing Officer's Use Only)

268405 BOOK 514 PAGE 174

1. Debtor(s) Name and Mailing Address: (Do not abbreviate)

Spectrum Planning Limited  
2nd Floor, 2/3 Cornwall Terrace  
Regents Park  
London NW1 4QP, England

Microfilm Index Number: (Filing Officer's Use Only)

2. Secured Party(ies) Name and Mailing Address:

First  
RepublicBank Dallas,  
National Association  
Pacific and Ervay Streets  
Dallas, Texas 75201

4. Assignee Name and Mailing Address:

5. This Financing Statement covers the following types (or items) of property.  
(WARNING: If collateral is crops, fixtures, timber or minerals, read instructions on back.)

This Financing Statement is subject to recordation tax. Total amount of debt secured is \$4,145.99.

See Attached Exhibit "A"

After recording, return this Financing Statement to:

Robert E. Hanifen, Jr.  
Gardere & Wynne  
1700 RepublicBank Building  
Dallas, Texas 75201

RECORD FEE 11.00  
POSTAGE .50  
NOV 27 11 01 AM '86  
JUL 6 87  
44

Check only if applicable

- Products of collateral are also covered.
- This Financing Statement is to be filed for record in the real estate records. Number of additional sheets presented 1

6. This Financing Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral

Check appropriate box

- already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or
- already subject to a financing statement filed in another county, or
- which is proceeds of the original collateral described above in which a security interest was perfected, or
- as to which the filing has lapsed, or
- acquired after a change of name, identity or corporate structure of the debtor.

Spectrum Planning Limited

First RepublicBank Dallas, National Association

Use whichever signature line is applicable

By [Signature]  
Signature(s) of Debtor(s)

By [Signature]  
Signature(s) of Secured Party(ies)

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code - FORM E-1353 - CLARKE & COURTS, INC.

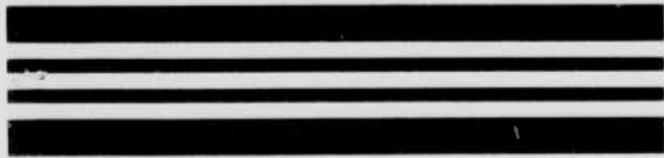
(1) Filing Officer Copy - Numerical

1150 STANDARD FORM - FORM UCC-1 (Rev. 9/86) © 1986 OFFICE OF THE SECRETARY OF STATE OF TEXAS

514 175

EXHIBIT "A"

All of Debtor's personal property (tangible or intangible) of every nature and description, whether now existing or hereafter arising or acquired and wherever located, including but not limited to all goods (including inventory held for sale or lease or used or consumed in Debtor's business) and equipment, including but not limited to all tools, vehicles, (including cars, trucks, and trailers), machinery, office equipment and furniture and in all of each Debtor's accounts, notes, drafts, documents, acceptances, instruments, chattel paper and general intangibles, and all guaranties and suretyship agreements relating thereto and all security for payment thereof, now or hereafter existing or arising or now owned or hereafter acquired and in and to all the proceeds, monies, income, benefits, collections and products thereof and thereon and attributable or accruing thereto, and in and to all goods which gave rise thereto, including without limitation all returned or repossessed goods and other goods the sale or delivery of which gave rise to any of such accounts, notes, drafts, acceptances, documents, instruments, chattel paper or general intangibles, including the right of stoppage in transit, and all patents, patent rights, patent applications, trade names, and trade and service marks, and the proceeds and products thereof, and all good will and all raw materials and work in process, and all goods used or consumed in Debtor's business, whether now owned or hereafter acquired or arising, and all capital stock owned by Debtor, and all rights of Debtor earned or yet to be earned under contracts to sell or lease goods or render services.



3. Date, Time, Number and Filing Office: (Filing Officer's Use Only)

514 170 208106

1. Debtor(s) Name and Mailing Address: (Do not abbreviate)

Spectrum Analysis and Frequency Engineering, Inc.  
11166 W. Main Street  
Fairfax, Virginia 22030

Microfilm Index Number: (Filing Officer's Use Only)

2. Secured Party(ies) Name and Mailing Address:

First RepublicBank Dallas, National Association  
Pacific and Ervay Streets  
Dallas, Texas 75201

4. Assignee Name and Mailing Address:

5. This Financing Statement covers the following types (or items) of property.  
(WARNING: If collateral is crops, fixtures, timber or minerals, read instructions on back.)

This Financing Statement is subject to recordation tax.  
Total amount of debt secured is \$4,145.99.

See Attached Exhibit "A"

After recording, return this Financing Statement to:  
Robert E. Hanifen, Jr.  
Gardere & Wynne  
1700 RepublicBank Building  
Dallas, Texas 75201

RECORD FEE 11.00  
POSTAGE .50  
#22770 CTTT R01 T10:16  
JUL 6 97  
ck

Check only if applicable

- Products of collateral are also covered.
- This Financing Statement is to be filed for record in the real estate records. Number of additional sheets presented 1

6. This Financing Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral

Check appropriate box

- already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or
- already subject to a financing statement filed in another county, or
- which is proceeds of the original collateral described above in which a security interest was perfected, or
- as to which the filing has lapsed, or
- acquired after a change of name, identity or corporate structure of the debtor.

Spectrum Analysis and Frequency Engineering, Inc.

First RepublicBank Dallas, National Association

Use whichever signature line is applicable

By

*Duncan H. ...*

Signature(s) of Debtor(s)

By

*Phillip R. ...*

Signature(s) of Secured Party(ies)

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code - FORM E 1353 - CLARKE & COURTS, INC.

(1) Filing Officer Copy - Numerical

1132

STANDARD FORM - FORM UCC-1 (Rev. 9/86) © 1986 OFFICE OF THE SECRETARY OF STATE OF TEXAS

514 177

EXHIBIT "A"

All of Debtor's personal property (tangible or intangible) of every nature and description, whether now existing or hereafter arising or acquired and wherever located, including but not limited to all goods (including inventory held for sale or lease or used or consumed in Debtor's business) and equipment, including but not limited to all tools, vehicles, (including cars, trucks, and trailers), machinery, office equipment and furniture and in all of each Debtor's accounts, notes, drafts, documents, acceptances, instruments, chattel paper and general intangibles, and all guaranties and suretyship agreements relating thereto and all security for payment thereof, now or hereafter existing or arising or now owned or hereafter acquired and in and to all the proceeds, monies, income, benefits, collections and products thereof and thereon and attributable or accruing thereto, and in and to all goods which gave rise thereto, including without limitation all returned or repossessed goods and other goods the sale or delivery of which gave rise to any of such accounts, notes, drafts, acceptances, documents, instruments, chattel paper or general intangibles, including the right of stoppage in transit, and all patents, patent rights, patent applications, trade names, and trade and service marks, and the proceeds and products thereof, and all good will and all raw materials and work in process, and all goods used or consumed in Debtor's business, whether now owned or hereafter acquired or arising, and all capital stock owned by Debtor, and all rights of Debtor earned or yet to be earned under contracts to sell or lease goods or render services.

[Redacted]

3. Date, Time, Number and Filing Office: (Filing Officer's Use Only)

268407 BOOK 514 PAGE 178

1. Debtor(s) Name and Mailing Address: (Do not abbreviate)

Spectrum Planning, USA, Incorporated  
251 West Renner Road  
Richardson, Texas 75080

Microfilm Index Number: (Filing Officer's Use Only)

2. Secured Party(ies) Name and Mailing Address:

First  
RepublicBank Dallas,  
National Association  
Pacific and Ervay Streets  
Dallas, Texas 75201

4. Assignee Name and Mailing Address:

5. This Financing Statement covers the following types (or items) of property.  
(WARNING: If collateral is crops, fixtures, timber or minerals, read instructions on back.)

This Financing Statement is subject to recordation tax. Total amount of debt secured is \$4,145.99.

See Attached Exhibit "A"

After recording, return this Financing Statement to:  
Robert E. Hanifen, Jr.  
Gardere & Wynne  
1700 RepublicBank Building  
Dallas, Texas 75201

RECORD FEE 11.00  
POSTAGE .50

Check only if applicable

- Products of collateral are also covered.
- This Financing Statement is to be filed for record in the real estate records. Number of additional sheets presented 1

022769 0777 R01 T10:15-  
JUL 6 87  
CK

6. This Financing Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral

Check appropriate box

- already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or
- already subject to a financing statement filed in another county, or
- which is proceeds of the original collateral described above in which a security interest was perfected, or
- as to which the filing has lapsed, or
- acquired after a change of name, identity or corporate structure of the debtor.

Spectrum Planning, USA, Incorporated RepublicBank Dallas, National Association  
Use whichever signature line is applicable

By

*[Signature]*  
Signature(s) of Debtor(s)

By

*[Signature]*  
Signature(s) of Secured Party(ies)

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code - FORM E 1353 - CLARKE & COURTS, INC

(1) Filing Officer Copy - Numerical

1750

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EXHIBIT "A"

All of Debtor's personal property (tangible or intangible) of every nature and description, whether now existing or hereafter arising or acquired and wherever located, including but not limited to all goods (including inventory held for sale or lease or used or consumed in Debtor's business) and equipment, including but not limited to all tools, vehicles, (including cars, trucks, and trailers), machinery, office equipment and furniture and in all of each Debtor's accounts, notes, drafts, documents, acceptances, instruments, chattel paper and general intangibles, and all guaranties and suretyship agreements relating thereto and all security for payment thereof, now or hereafter existing or arising or now owned or hereafter acquired and in and to all the proceeds, monies, income, benefits, collections and products thereof and thereon and attributable or accruing thereto, and in and to all goods which gave rise thereto, including without limitation all returned or repossessed goods and other goods the sale or delivery of which gave rise to any of such accounts, notes, drafts, acceptances, documents, instruments, chattel paper or general intangibles, including the right of stoppage in transit, and all patents, patent rights, patent applications, trade names, and trade and service marks, and the proceeds and products thereof, and all good will and all raw materials and work in process, and all goods used or consumed in Debtor's business, whether now owned or hereafter acquired or arising, and all capital stock owned by Debtor, and all rights of Debtor earned or yet to be earned under contracts to sell or lease goods or render services.

[Redacted]

3. Date, Time, Number and Filing Office: (Filing Officer's Use Only)

200408 800P 514 FILE 150

1. Debtor(s) Name and Mailing Address: (Do not abbreviate)  
Spectrum Planning, Inc.  
251 West Renner Road  
Richardson, Texas 75080

Microfilm Index Number: (Filing Officer's Use Only)

2. Secured Party(ies) Name and Mailing Address: First  
RepublicBank Dallas,  
National Association  
Pacific and Ervay Streets  
Dallas, Texas 75201

4. Assignee Name and Mailing Address:

5. This Financing Statement covers the following types (or items) of property.  
(WARNING: If collateral is crops, fixtures, timber or minerals, read instructions on back.)

This Financing Statement is subject to recordation tax.  
Total amount of debt secured is \$4,145.99.

See Attached Exhibit "A"

After recording, return this Financing Statement to:  
Robert E. Hanifen, Jr.  
Gardere & Wynne  
1700 RepublicBank Building  
Dallas, Texas 75201

RECORD FEE 11.00  
POSTAGE .50  
200408 0777 R01 T10:15  
JUL 6 87  
CK

Check only if applicable  Products of collateral are also covered.  
 This Financing Statement is to be filed for record in the real estate records. Number of additional sheets presented 1

6. This Financing Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral

Check appropriate box

- already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or
- already subject to a financing statement filed in another county, or
- which is proceeds of the original collateral described above in which a security interest was perfected, or
- as to which the filing has lapsed, or
- acquired after a change of name, identity or corporate structure of the debtor.

Spectrum Planning, Inc.

First RepublicBank Dallas, National Association

Use whichever signature line is applicable

By

*[Signature]*  
Signature(s) of Debtor(s)

By

*[Signature]*  
Signature(s) of Secured Party(ies)

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code - FORM E-1353 - CLARKE & COURTS, INC.

(1) Filing Officer Copy - Numerical

11- 300.50

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EXHIBIT "A"

514 181

All of Debtor's personal property (tangible or intangible) of every nature and description, whether now existing or hereafter arising or acquired and wherever located, including but not limited to all goods (including inventory held for sale or lease or used or consumed in Debtor's business) and equipment, including but not limited to all tools, vehicles, (including cars, trucks, and trailers), machinery, office equipment and furniture and in all of each Debtor's accounts, notes, drafts, documents, acceptances, instruments, chattel paper and general intangibles, and all guaranties and suretyship agreements relating thereto and all security for payment thereof, now or hereafter existing or arising or now owned or hereafter acquired and in and to all the proceeds, monies, income, benefits, collections and products thereof and thereon and attributable or accruing thereto, and in and to all goods which gave rise thereto, including without limitation all returned or repossessed goods and other goods the sale or delivery of which gave rise to any of such accounts, notes, drafts, acceptances, documents, instruments, chattel paper or general intangibles, including the right of stoppage in transit, and all patents, patent rights, patent applications, trade names, and trade and service marks, and the proceeds and products thereof, and all good will and all raw materials and work in process, and all goods used or consumed in Debtor's business, whether now owned or hereafter acquired or arising, and all capital stock owned by Debtor, and all rights of Debtor earned or yet to be earned under contracts to sell or lease goods or render services.

BOOK 514 PAGE 182

Anne Arundel County  
Clerk of the Circuit Court  
Court House  
Annapolis, Md. 21404

MARYLAND AND UNIFORM COMMERCIAL CODE - FORM UCC-3  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256297  
RECORDED IN LIBER 484 FOLIO 278 ON April 23, 1985 (DATE).

<p>2. Name and address of Debtor(s)</p> <p>Stockett's Excavating &amp; Hauling, Inc. 1174 W. Central Avenue Davidsonville, Anne Arundel, MD 21035</p>	<p>3. Name and address of Secured Party</p> <p>C.I.T. Corporation 1301 York Road Lutherville, MD 21093</p>
---	--

4. After recording, this statement is to be returned to The CIT Group/Equipment Financing, Inc. at

5. Maturity date of obligation (if any):

6. CHECK  FORM OF STATEMENT

- A.  CONTINUATION - The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.
- B.  PARTIAL RELEASE - From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.
- C.  ASSIGNMENT - The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement described in Item 1 above. This assignment covers the collateral described in Item 8 below.
- D.  TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.
- E.  OTHER - \_\_\_\_\_ (State whether amendment, etc.)

7. Name and Address of Assignee:

RECORD FEE 10.00  
POSTAGE .50  
MAY 19 1987  
CIT 801 109:50  
JUL 6 87

8. Description of Collateral:

[Empty box for description of collateral]

Dated May 5, 1987

*[Handwritten Signature]*  
(Signature of Secured Party)

C.I.T. Corporation  
(Type or Print Name of Secured Party on Above Line)

1050

514 183

268409

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

ANNR ARUNDEL COUNTY

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

R. F. Beall, Inc.  
385 Maryland Rt 3 North  
Millersville, MD 21108

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Baldwin Service Center  
41 Defense Highway  
Annapolis MD 21401

Name & address of Assignee

Associates Commercial Corporation  
8002 Discovery Drive, #120  
Richmond, VA 23268

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement

One JCB Model 1400B Loader Backhoe SN/322450 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF. EXEMPT RECORDATION TAX

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

RECEIVED JUL 11 1987  
POSTAGE .50  
22743 6777 001 109:40  
JUL 6 87

Describe Real Estate if applicable:

CK

R. F. Beall, Inc.

Baldwin Service Center

Signature of Debtor if applicable (Date)

Robert E. Beall 6-10-87

Signature of Secured Party if applicable (Date)

Shirley L. Baldwin, Pres. 6/10/87

268410

BOOK 514 PAGE 184

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

ANNE ARUNDEL COUNTY

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

R. F. Beall, Inc.  
365 Maryland Rt. 3 North  
Millersville, MD 21108

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Baldwin Service Center  
41 Defense Highway  
Annapolis MD 21401

Name & address of Assignee

Associated Commercial Corporation  
8002 Discovery Drive, #420  
Richmond, VA 23288

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement

One JCB Model 1400B Loader Backhoe SN/320521 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF.  
EXEMPT RECORDATION TAX

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

RECORD FEE 11.00  
FEE .50  
44 077 001 709:40  
JUL 6 87  
/ck

Describe Real Estate if applicable:

R. F. Beall, Inc.

Baldwin Service Center

Signature of Debtor if applicable (Date)

Robert F. Beall - 6-10-87

Signature of Secured Party if applicable (Date)

Shonda L. Baldwin, Pres. 6/10/87

300 514 W/185

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 000411

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ na

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name West Bank Contracting Inc.

Address 73 Maryland Avenue, Annapolis, MD 21401

2. SECURED PARTY

Name State Equipment, Div. Secorp National, Inc.

Address 1400 Joh Avenue, Baltimore, Maryland 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

RECORDED FEE 11.00  
CERTIFICATE .50  
APR 10 10 09:38  
JUL 6 87

ONE (1) DRESSER Model 412B Scraper SN 16570  
w/cutting edge teeth (Rental)

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)  
na

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)  
na

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

West Bank Contracting, Inc.

*[Signature]*  
(Signature of Debtor)

*Tim Nides PRES*  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

State Eq., Div. Secorp National, Inc.

*[Signature]*  
(Signature of Secured Party)

Glenn S. Conklin, VP & GM

\_\_\_\_\_  
Type or Print Above Signature on Above Line

11.50

800: 514 188

600112

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<b>1</b> Debtor(s) (Last Name First) and Address(es) Cunningham Concrete, Inc P.O. Box 1073 Crownsville, Md. 21035	<b>2</b> Secured Party(ies) and Address(es) Washington Freightliner, Inc 201 Ritchie Road Capitol Heights, Md. 20743	<b>3</b> Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 TAXES .50 822136 0777 801 709:33 JUL 6 87 CK
<b>4</b> This financing statement covers the following types (or items) of property: 1987 Freightliner FLC 12064 Ser. # 1FVXYDY99HH303247 1987 R/S Dump Body Ser. # 87040599 1987 Freightliner FLC 12064 Ser. # 1FVXYDY90HH303248 1987 R/S Dump Body Ser. # 87040600 DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES CONTRACT SIGNED BY DEBTOR.		<b>5</b> Assignee(s) of Secured Party and Address(es) Associates Commercial Corp P.O. Box A College Park, Md. 20740

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered.  Proceeds of collateral are also covered  Products of Collateral are also covered No. of additional sheets presented:

Filed with: ANNE ~~KEMMEXEK~~ ARUNDEL COUNTY

Cunningham Concrete, Inc Washington Freightliner, Inc

By: *[Signature]* Signature(s) of Debtor(s) By: *[Signature]* Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

603469 Rev 12-80



208413

BOOK 514 PAGE 187

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any).

1 Debtor(s) (Last Name First) and Address(es)  
**Cunningham Concrete, Inc**  
 P.O. Box 1073  
 Crownsville, Md. 21035

2 Secured Party(ies) and Address(es)  
**Washington Freightliner, Inc**  
 201 Ritchie Road  
 Capitol Heights, Md. 20743

For Filing Officer (Date, Time, Number, and Filing Office)  
 RECORD FEE 11.00  
 POSTAGE .50  
 822135 0777 801 109:33  
 JUL 6 87  
 CK

4 This financing statement covers the following types (or items) of property.  
 1987 Freightliner FLC 12064 Ser.# 1FVXYDY93HH303244  
 1987 R/S Dump Body Ser. #87040596  
 1987 Freightliner FLC 12064 Ser. # 1FVXYDY95HH303245  
 1987 R/S Dump Body Ser. # 87040597  
 1987 Freightliner FLC 12064 Ser. # 1FVXYDY97HH303246  
 1987 R/S Dump Body Ser. # 87040598

5 Assignee(s) of Secured Party and Address(es)  
**Associates Commercial Corp**  
 P.O. Box A  
 College park, Md. 20740

DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES

CONTRACT SIGNED BY DEBTOR

This statement is filed without the Debtor's signature to perfect a security interest in collateral (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered.  Proceeds of collateral are also covered  Products of Collateral are also covered No. of additional sheets presented:

Filed with: ANNE ARUNDEL COUNTY

Cunningham Concrete, Inc 1

Washington Freightliner, Inc

By: *James Cunningham*  
 Signature(s) of Debtor(s)

By: \_\_\_\_\_  
 Signature(s) of Secured Party(ies)

Filing Officer Copy — Alphabetical

603469 Rev 12-80

1530

# Butler Leasing Company

2684111

Subject to Recordation Tax on \$25,000.00

FINANCING STATEMENT (FORM UCC-1)

514 155

Identifying File No. \_\_\_\_\_

LESSEE (DEBTOR): J. R. C. CONSTRUCTION, INC.  
6025 Ritchie Hwy.  
Baltimore, Md. 21225

LESSOR (SECURED PARTY): BUTLER LEASING COMPANY  
9861 Broken Land Parkway, Suite 210  
Columbia, Maryland 21046

ASSIGNEE OF LESSOR:

RECORD FEE 11.00  
RECORD TAX 175.00  
FILING FEE .50  
2733 077 901 109:31  
JUL 6 87  
CK

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY  
( ) If checked, see Equipment Schedule attached hereto and made a part hereof.

Used 50 Ton Lima Truck Crane s/n 3482-10 including 140" Boom, Working  
Rud-A-Matic and a Working Swivel Overhall Ball with Hook

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES.

PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES AND PROCEEDS OF COLLATERAL  
(including Insurance Proceeds) ARE COVERED HEREUNDER

LESSEE (DEBTOR):  
J. R. C. CONSTRUCTION, INC.  
BY: John R. Combs  
John R. Combs - Pres.  
PRINT NAME & TITLE

LESSOR (SECURED PARTY):  
BUTLER LEASING COMPANY  
BY: Deborah Scherr  
DEBORAH SCHERR, CREDIT MANAGER

TO THE FILING OFFICER: After this statement has been recorded please return to:

BUTLER AND COMPANY, INC.  
P. O. Box 609  
Columbia, MD 21045-0609

204  
D-05-1

1500  
1750

TO BE  
 NOT TO BE
 } RECORDED IN LAND RECORDS
 
 SUBJECT TO  
 NOT SUBJECT TO
 
 } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_
 208415

FINANCING STATEMENT

1. Debtor(s):

JOSEPH R. TOBIN  
 Name or Names—Print or Type  
 1400 Waterbury Road, Crownsville, Maryland 21032  
 Address—Street No., City - County State Zip Code

CAROL ANN TOBIN  
 Name or Names—Print or Type  
 1400 Waterbury Road, Crownsville, Maryland 21032  
 Address—Street No., City - County State Zip Code

2. Secured Party:

GAMBRILLS ORCHARD, a Maryland Partnership  
 Name or Names—Print or Type  
 788 Annapolis Road, Gambrills, Maryland 21054  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

All farm equipment of the Debtors, including that listed on Exhibit A hereto.

4. If above described personal property is to be affixed to real property, describe real property.  
N/A

RECORDING FEE 12.00  
 POSTAGE .50  
 208415 6777 101 109:30  
 JUL 6 87  
 CK

5. If collateral is crops, describe real estate.  
N/A

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered. N/A

DEBTOR(S):

SECURED PARTY:

*Joseph R. Tobin*  
 (Signature of Debtor)  
 JOSEPH R. TOBIN  
 Type or Print  
*Carol Ann Tobin*  
 (Signature of Debtor)  
 CAROL ANN TOBIN  
 Type or Print

GAMBRILLS ORCHARD  
 (Company, if applicable)  
 BY: *Mary S. Galey*  
 (Signature of Secured Party)  
 MARY S. GALEY, Partner  
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address JACOB B. DAVIS, ESQ., P. O. Box 849, Glen Burnie, MD 21061

17.50

EXHIBIT A 514 199

FARM EQUIPMENT

John Deere Tractor - J.D. Model 2255 - Serial No. 591433CD  
International Harvester Tractor - I.H. Model 274 -  
Serial No. 2130075008252  
Allis Chalmers Tractor - A.C. Model 6040 - Serial No. 8120124  
Myers Air sprayer  
Ford 2 x 16 plow  
M.F. 7' disc  
7' Ford mower  
Herbicide sprayer  
Massey Ferguson cycle bar mower  
New Idea transplanter  
Potato planter  
Gel seeder  
Pruning compressor & shear  
Agpack apple grader  
Long bush hog  
Rhino scraper blade  
Lely fertilizer spreader  
John Deere 2 row cornplanter

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 448 Page No. 222  
Identification No. 241976 Dated 3/31/87

1. Debtor(s) { Albert A and Debra A Rice  
Name or Names—Print or Type  
8253 Quarterfield Road Severn Rd. 21144  
Address—Street No., City - County State Zip Code

2. Secured Party { Sears, Roebuck and Company  
Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORD FEE 13.00  
POSTAGE .50  
77774 0777 801 709-23  
JUL 6 87  
CK

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <u>Termination</u></p>

Dated: 6/12/87  
Sears, Roebuck and Company  
Name of Secured Party  
[Signature]  
Signature of Secured Party  
E. D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

Lucas Bros. Form T-1  
1550

208416

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated 6/13/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Owen O'Hare Inc.

Address 3701 Old W. Falls Road, Mt. Airey, MD 21771

2. SECURED PARTY

Name John Deere Co.

Address P.O. Box 65090 West Des Moines, IA 50265-0090

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

New John Deere 855 Utility Diesel Tractor, MFWD, roll guard,  
Turf tires, 3pt hitch S/N M00855D435991  
John Deere 52 loader  
John Deere 72 mid mower

RECORD FEE 11.00  
STAMP .50  
JUL 6 87  
CK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X [Signature]  
(Signature of Debtor)

Owen O'Hare, Inc.  
Type or Print Above Name on Above Line

X [Signature]  
(Signature of Debtor)

Owen O'Hare  
Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

John Deere Co.  
Type or Print Above Signature on Above Line

1150

514 113

FINANCING STATEMENT FORM UCC-1

Identifying File No. 208117

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here

This financing statement Dated 6/9/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hunter Reid
Address 829 Pasadena Avenue, Severna Park, MD 21146

2. SECURED PARTY

Name John Deere Co.
Address P.O. Box 65090 West Des Moines, IA 50265-0090

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

John Deere 25 excavator Diesel mini excavator w/18" bucket

S/N CH00250001020

RECORD FEE 11.00
STAMP .50
JUL 6 87

OK

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor)

Hunter Reid
Type or Print Above Name on Above Line

(Signature of Debtor)

Hunter Reid
Type or Print Above Signature on Above Line

(Signature of Secured Party)

John Deere Co.
Type or Print Above Signature on Above Line

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

208412

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated June 17, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gary D. Rankin T/A Chesapeake Graphic Impressions  
Address 111 N. Langley Road Glen Burnie, Md. 21061

2. SECURED PARTY

Name CHANLEY FINANCE COMPANY  
Address 222 Cedarmere Circle Owings Mills, Md. 21117

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee  
Baltimore Federal Financial FSA  
300 E. Lombard St  
Baltimore, Md. 21202

(1) CHAMPION 305 MCPB CUTTER S/N 11270

RECORD FEE 12.00  
JUN 17 1987  
JUN 6 87  
CK

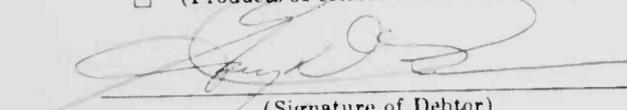
CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

  
\_\_\_\_\_  
(Signature of Debtor)

Gary D. Rankin  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Secured Party)

Kay Chandler  
Type or Print Above Signature on Above Line

12

514 115

Anne Arundel Co.  
A/C# 04328-9

STATE OF MARYLAND

268110

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
don't tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded  
in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name J. Paul Leonard, Inc.

Address 1007 Shire Court Crofton, MD 21114

2. SECURED PARTY

Name Baldwin Service Center, Inc.

Address Defense Hwy. 450 and 178 Annapolis, MD 21401

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in  
attached entire Agreement &/or in any Schedule prepared in  
connection therewith. This UCC form together with the attached  
Security Agreement &/or Schedule are being submitted for filing  
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:  
Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

J. Paul Leonard, Inc.

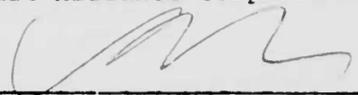
See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation

  
\_\_\_\_\_  
(Signature of Secured Party)

LARRY F. KIMMEL ASST. V.P.

\_\_\_\_\_  
Type or Print Above Signature on Above Line

RECORD FEE 13.00  
POSTAGE .50  
JUL 6 1987  
CR

CONDITIONAL SALE CONTRACT NOTE

TO: Baldwin Service Center, Inc. (Seller) FROM: J. Paul Leonard, Inc. (Buyer)
Defense Hwy. 450 and 176 Annapolis, MD 21401 1007 Shire Court Crofton, MD 21114

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) New JCB 3CXB Bitemaster
S/N 322803

(1) TIME SALES PRICE ..... \$ 77,776.00
(2) Less DOWN PAYMENT IN CASH ..... \$ -0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ 23,500.00
(4) CONTRACT PRICE (Time Balance) ..... \$ 54,276.00

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: Crofton, Maryland

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Fifty four thousand two hundred seventy six and 00/100\*\*\*\*\* Dollars (\$ 54,276.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 12th day of July, 19 87, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 1,130.75 and the final installment being in the amount of \$ 1,130.75

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: June 10, 19 87

Accepted Baldwin Service Center, Inc. (SEAL) (Print Name of Seller Here)

By: [Signature] (Witness as to Buyer's and Co-Maker's Signature)

J. Paul Leonard, Inc. (SEAL) (Print Name of Buyer-Maker Here)

By: [Signature] (Witness as to Buyer's and Co-Maker's Signature)

Co-Buyer-Maker: (SEAL) (Print Name of Co-Buyer-Maker Here)

By: (Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by

**TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)**

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTORS-ENDORSERS SIGN HERE:**

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF, PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.) (Guarantor-Endorser)		_____ (L.S.) (Guarantor-Endorser)
_____ (L.S.) (Guarantor-Endorser)		_____ (L.S.) (Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: June 10 19 87  
\_\_\_\_\_  
(Witness)

Baldwin Service Center, Inc. (SEAL)  
(Corporate, Partnership or Trade Name or Individual Signature)  
By: Shada L. Baldwin Pres  
(Signature: Title of Officer, "Partner" or "Proprietor") } Signature of Seller

BOOK 514 PAGE 198

PAGE 435 PAGE 414

832

(Account No. 01767 )

Statement No. \_\_\_\_\_

Date: 2/19/81

Financing Records, Liber \_\_\_\_\_, Fol. \_\_\_\_\_

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

1. DEBTORS:

Names: William D. & Deyonne E. Eckles

Address: 828 Oak Trail; Crownsville, Md, 21032

2. SECURED PARTY:

USLIFE Credit Corporation

Address: 2020 D. West Street; Annapolis, Md. 21401

3. This Financing Statement covers the following types or items of property: (describe)

Amount Secured \$ 830.44

sofa, chair 3 tables 3 lamps stereo w/2 speakers  
1 table/ w6 chairs, 1 oriental bar, 1 antique desk  
stove, refrig, washer, dryer freezer  
3 beds, 3 dressers 1 chest 1/2 tables 2 chairs 3 lamps  
sewing machine, bookcase, TV set tools, lawn mower window air conditioner

RECORD FEE 5.00  
RECORD TAX 3.50

4. DEBTORS:

1/s William D. Eckles  
William D. Eckles

1/s Deyonne E. Eckles  
Deyonne Eckles

SECURED PARTY:

USLIFE CREDIT CORPORATION

By Rescoe Merchant / Manager

RECORD FEE 10.00  
POSTAGE .50  
MARCH 23 1981 10:51  
MAR 23 81

THIS TRANSACTION IS NOT EXEMPT FROM THE RECORDATION TAX

FILING OFFICE NOTICE: AFTER THIS STATEMENT HAS BEEN RECORDED, PLEASE MAIL THE SAME TO THE SECURED PARTY WHOSE ADDRESS APPEARS ABOVE.

TERMINATION STATEMENT

This Termination Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

The secured party certifies that, the indebtedness referred to in the above-captioned Financing Statement having been paid, the collateral described in that Financing Statement is hereby released.

SECURED PARTY:

USLIFE CREDIT CORPORATION

Date: \_\_\_\_\_

P/11-MD

By St. Loyd

350

RECEIVED FOR RECORD  
CIRCUIT COURT, CALVERT COUNTY

1981 MAR 23 AM 11:25

W. GANNETT CLARK MORE  
CLERK

Mailed to Secured Party

165-5

514-199

# not used

7-6-87

768120

BOOK 514 200

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity Date (if any):

1. Debtor(s) (Last Name First) and address(es)  
A & W Vending, Inc.  
~~XXXXXXXXXXXXXXXXXXXX~~  
1423 Georgia Avenue  
Severna Park, MD 21144

2. Secured Party(ies) and address(es)  
State Sales & Service Corp.  
7160 Ambassador Road  
Baltimore, MD 21207

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00  
POSTAGE .50  
822487 0777 R01 108:47  
JUL 6 87

4. This financing statement covers the following types (or items) of property:  
1 Dixie Narco 600 Pres Wal w/ BA SN# 736 (Dixie Narco)  
1 Mars Micro Mech Coin Changer/MC5800D SN#61219514 (Mars)  
1 Rowe 4900s Snack Vend SN#14783 (Rowe)  
1 Mars Micro Mech Coin Changer/MC5000 SN#61245690 (Mars)

5. Assignee(s) of Secured Party and Address(es)  
FIRESTONE FINANCIAL CORP.  
38 Glen Avenue  
P.O. Box 789  
Newton Centre, MA 02159

Not Subject to Recordation Tax

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered;  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:  
Filed with:

A & W Vending, Inc.  
By: Andrew John DiGiorgio  
Signature(s) of Debtor(s)  
Andrew John DiGiorgio, President  
(1) Filing Officer Copy - Alphabetical

State Sales & Service Corporation  
By: Stephen B. Koenigsberg  
Signature(s) of Party(ies) V.P.  
Stephen B. Koenigsberg, Exec., V.P.

STANDARD FORM - FORM UCC-1.  
1150

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es)          Unlimited Expressions, Inc.          2657 G Old Annapolis Rd.          Ridgeview Plaza          Hanover, Md. 21076          *see additional addresses listed below</p>	<p>2. SECURED PARTY and Address          SIGNET BANK/MARYLAND          Baltimore &amp; St. Paul Streets          Baltimore, Maryland 21203          Attn: <u>Renee Vick - Telco</u>          Return to Secured Party</p>
---	--

3. This Financing Statement covers the following types (or items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of Specialty linene tie shop (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other  
All business assets including furniture and fixtures now and hereafter acquired.

RECORD FEE 11.00  
TAX 105.00  
FEE .50

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

RECORDED JUL 6 1987

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$ 15,000.00

DEBTOR:  
Unlimited Expressions, Inc.  
(Type Name)  
By: Linda L. Barrett, Pres.  
Linda L. Barrett, Pres.  
By: \_\_\_\_\_

SECURED PARTY:  
SIGNET BANK/MARYLAND  
By: Deborah L. George, Mgr.  
Deborah L. George  
(Type Name)  
6/12 1987  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
Md., Va., D.C., Pa.

\* 3103 Rt. 2 Jumpers Mall 6711 Ritchie Hwy.  
Pasadena, Md. 21122 Glen Burnie, Md. 21061

Recorded A.A. Co.  
\$116.50 6-17-87

115 50

300 514 202

268422

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Fiscal Amount in \$ \_\_\_\_\_
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR  
 Willow Enterprises, Inc.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Name)  
 118 Roesler Road  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Address)  
 Glen Burnie, Maryland 21061

SECURED PARTY (OR ASSIGNEE)  
 THE FIRST NATIONAL BANK OF MARYLAND  
 \_\_\_\_\_  
 Attn: Paul Zeller  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Name of Loan Officer)  
 18 West St.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Address)  
 Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

See Attached "Schedule A"

RECORD FEE 12.00  
 POSTAGE .50  
 JUL 6 1987 07:44  
 CK

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate:

Record Owner, if different from the Debtor \_\_\_\_\_

3.  Products of the collateral are also specifically covered

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated

DEBTOR (OR ASSIGNOR)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Signature)  
 Larry J. Wilner  
 \_\_\_\_\_  
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 (Signature)  
 Louis Wilner  
 \_\_\_\_\_  
 (Print or Type Name)

1250

ATTACHMENT A

Collateral As collateral security ("Collateral") for all Obligations of Borrower to Bank, and in consideration of advances from Bank to Borrower, Borrower hereby grants and pledges to Bank a continuing security interest in: (1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) all of Borrower's other assets, specifically including (but not limited to) inventory and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

Collateral As collateral security ("Collateral") for all Obligations of Borrower to Bank, and in consideration of advances from Bank to Borrower, Borrower hereby grants and pledges to Bank a continuing security interest in: (1) all of Borrower's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (2) all proceeds (including insurance proceeds) and products of the above-described inventory. (3) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records evidencing any of the above-described items of Collateral.

Identification 463 354 2480

Dated July 8, 1983  
514

LeRoy A. & Alice A. Battle  
Name or Names -- Print or Type

1. Debtor(s) 4689 Sands Road, Harwood (Ann Arundel County) Maryland  
Address - Street No. City-County State Zip Code

Sears, Roebuck and Co.  
Name or Names -- Print or Type

2. Secured Party 10301 Westlake Drive. Bethesda, Montgomery, MD. 20817  
Address - Street No. City-County State Zip Code

3. Maturity Date (If any) \_\_\_\_\_

REGISTRATION FEE 10.00  
PROPERTY .50  
MAY 26 0777 001 108:41

4. Check Applicable Statement:
- A. Continuation .....  
The original financing statement between the forgoing Debtor and Secured Party, bearing the file number shown above, is still effective.
  - B. Partial Release ..... III 6 87  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: \_\_\_\_\_ **CK**
  - C. Assignment .....  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:
  - D. Other: Termination..... XX  
(Indicate whether amendment, termination, etc.) TERMINATION

Dated: June 12, 1987

10.50

SEARS, ROEBUCK and CO.  
Name of Secured Party

[Signature]  
Signature of Secured Party  
C.W. Scheer - Credit Central Mgr.  
D.M. Kielkucki - Operating Mgr.  
Type or Print (Indicate Title)

268121

514 207

IN THE CIRCUIT COURT FOR TALBOT COUNTY

To Be Recorded In The  
Chattel Records Of The Local  
Jurisdiction And Among The  
Financing Statement Records  
Of The State Department Of  
Assessments And Taxation

NOT SUBJECT TO RECORDATION  
TAX

FINANCING STATEMENT  
(Maryland - U.C.C.-1)

RECORD FEE 11.00  
JUL 6 1987  
CK

1. **DEBTOR:** Tire Engineering, Inc.  
Dover Road  
P.O. Box 1207  
Easton, Maryland 21601
  
2. **SECURED PARTY:** The First National Bank of  
Maryland  
25 South Charles Street  
Baltimore, Maryland 21203  
  
Attention: Dawne Davies
  
3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:
  - a. All of the Debtor's accounts, instruments, documents, chattel paper, notes, notes receivable, drafts, acceptances, choses in action, reserves, credit balances, and deposits, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, excluding all receivables arising from the sale of goods or services, to Seapac Services, Inc. or Interpool, Limited; and
  - b. All books, records, data, writings and computer data relating to any of the above-described collateral.

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The proceeds (including insurance proceeds) and products of all the above-described collateral are secured, as are future advances and after acquired property.

DEBTOR:

Tire Engineering, Inc.,  
A Maryland Corporation

By: J. Davidge Warfield (SEAL)  
Name: J. Davidge Warfield  
Title: President

Date: May 26, 1987

TO FILING OFFICER: After this Statement has been recorded,  
please return to:

Louis J. Ebert  
Gebhardt & Smith  
Ninth Floor  
The World Trade Center  
Baltimore, Maryland 21202  
File No.: (BF705 0003) 6331

8005 514 207

Anne Arundel Co.  
A/C# 04323-0

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 209125

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Smith, Robert Scott T/A S. J. Contracting  
Address 1590 Wall Drive Pasadena, MD 21122

2. SECURED PARTY

Name Shaw Equipment Co., Inc.  
Address 5938 Jefferson Pike Frederick, MD 21701  
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 18.00  
POSTAGE .50  
JUL 6 87  
110:39  
GR

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:  
Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Robert Scott Smith T/A S. J. Contracting

See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]

(Signature of Secured Party)  
LARRY F. KIMMEL ASST. V.P.

\_\_\_\_\_  
Type or Print Above Signature on Above Line

18.50

CONDITIONAL SALE CONTRACT NOTE

TO: Shaw Equipment Co., Inc. (Seller) FROM: Robert Scott Smith T/A S. J. Contracting (Buyer)
5938 Jefferson Pike Frederick, MD 21701 1590 Wall Drive Pasadena, MD 21122

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as is, on the following terms and conditions:

Table with 2 columns: Description of Property Purchased and Financial Items. Includes items like CASH SALE PRICE, DOWN PAYMENT, UNPAID BALANCE, INSURANCE, and CONTRACT PRICE.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 1590 Wall Drive Pasadena Anne Arundel County Maryland

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of \$14,334.12

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 11th day of July, 1987, and continuing on the same date each month thereafter until paid. The first 35 installments each being in the amount of \$398.17 and the final installment being in the amount of \$398.17

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: June 11, 1987. Accepted: Shaw Equipment Co., Inc. (SEAL) Robert Scott Smith T/A S. J. Contracting (SEAL). By: [Signatures] (Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by \_\_\_\_\_

Wanted to return the property if repossessed for default and require under certain conditions a resale of the property if repossessed.

INITIALS: RSS, JCC, HERE

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of loss, concealment, or misappropriation, then Holder may, without notice or demand, before the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (3) retain collateral and all payments made hereunder, or (4) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right to Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any surplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (5) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (6) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be returned to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby waives any and all rights to a trial by jury in any action or proceeding based hereon.

Buyer hereby waives any and all rights to a trial by jury in any action or proceeding based hereon, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. A part of the consideration for Seller's execution of this contract, Buyer and any guarantor signing below hereby designate and appoint Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as their true and lawful attorney-in-fact and agent for them and in their name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify such parties hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof, intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the ability, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provisions effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION

\_\_\_\_\_(Guarantor-Endorser) \_\_\_\_\_ (L.S.) \_\_\_\_\_ (Guarantor-Endorser) \_\_\_\_\_ (L.S.)  
 \_\_\_\_\_ (Guarantor-Endorser) \_\_\_\_\_ (L.S.) \_\_\_\_\_ (Guarantor-Endorser) \_\_\_\_\_ (L.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies thereon, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer thereon named ("Buyer") of any payment at its due date, and any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment and endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may, at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true, that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract, that all parties to the contract have capacity to contract, that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and seller warrants against all liens, claims, defenses and counterclaims, real or claimed. Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer. Seller will not advance, give or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: \_\_\_\_\_, 19\_\_\_\_\_  
 \_\_\_\_\_ (Witness) By: \_\_\_\_\_ (Signature, Title of Officer, "Partner" or "Proprietor") (SEAL) } Signature of Seller

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ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each hereinafter called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated June 11, 1987

between Shaw Equipment Co., Inc. as Seller-Lessor-Mortgagee and Robert Scott Smith T/A S. J. Contracting 1500 Hill Drive Pasadena, MD 21122 (Name) (Address)

as Buyer-Lessee-Mortgagor (herein called "Obligor") together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same. It is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business. It contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made to Obligor. It reserves a valid, free and clear title to or creates a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unexpired installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with this contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof, the unpaid balance of the contract assigned hereto is \$ 14,334.12

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 11th day of June 1987  
Shaw Equipment Co., Inc. (SEAL)

B. [Signature]

If registration is required, the assignee shall file this assignment with the appropriate governmental authority and shall be responsible for payment of the registration fee. If registration is not required, the assignee shall file this assignment with the appropriate governmental authority and shall be responsible for payment of the registration fee.

800: 514 FINE 211

Anne Arundel Co.  
A/C# 04309-9

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 208126

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
don't tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded  
in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name Scardina Plumbing & Heating, Inc.  
Address 1564 Annapolis Drive Glen Burnie, MD 21061

2. SECURED PARTY

Name The Milton James Company  
Address 8411 Pulaski Highway Baltimore, MD 21237  
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in  
attached entire Agreement &/or in any Schedule prepared in  
connection therewith. This UCC form together with the attached  
Security Agreement &/or Schedule are being submitted for filing  
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:  
Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

RECORD FEE 17.00  
POSTAGE .50  
42296 0777 R01 T10:41  
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CHECK  THE LINES WHICH APPLY

- 6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]

(Signature of Secured Party)  
LARRY F. KIMMEL ASST. V.P.

\_\_\_\_\_  
Type or Print Above Signature on Above Line

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CONDITIONAL SALE CONTRACT NOTE

TO: The Milton James Company (Seller) FROM: Scardina Plumbing & Heating, Inc. (Buyer)
3411 Pulaski Highway Baltimore, MD 21237 1564 Annapolis Drive Glen Burnie, MD 21061

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as is, on the following terms and conditions

Table with 2 columns: Description of Property Purchased and Financial Details. Includes items like CASH SALE PRICE, DOWN PAYMENT, UNPAID BALANCE, INSURANCE, OFFICIAL FEES, and CONTRACT PRICE.

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at 1564 Annapolis Drive Glen Burnie Anne Arundel County MD

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of \$24,584.00

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 9th day of July 1987, and continuing on the same date each month thereafter until paid, the first 59 installments each being in the amount of \$476.53 and the final installment being in the amount of \$576.41

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein.

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT NOTE

NOTICE TO RETAIL BUYER: (1) Do not sign this contract note before you read it or if it contains any blank spaces. (2) You are entitled to an exact copy of the contract note you sign at the time you sign. Keep it to protect your legal rights. (3) You have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the time price differential. No other agreement, oral or written, express or implied has been made by either party.

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.
Date: June 9 19 87 BUYER(S)-MAKER(S):
Accepted: The Milton James Company (SEAL) Scardina Plumbing & Heating, Inc. (SEAL)
By: Brian N. Benbow (Witness) By: James J. Scardina (Co-Buyer-Maker) (SEAL)

TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)

This is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, abandons, or surrenders its stock or control, or if bankruptcy, receivership or other insolvency proceedings are instituted by or against Buyer, or if Holder shall at any time obtain the property in danger of waste, conversion, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder (together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (3) retain collateral and all payments made hereunder, or (4) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, retitling and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any surplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (5) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (6) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer and any guarantor signing below hereby designate and appoint Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York or either of them, as their true and lawful attorney-in-fact and agent for them and in their name, place and stead to accept service of any process within the State of New York. Holder agreeing to notify them at their address shown herein, or their last address known to Holder, by certified mail, within three days of such service having been effected, and such parties hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provisions effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTEE AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF WHICH HAS BEEN READ AND IS HEREBY RAITIFIED AND CONFIRMED, PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_(Guarantor-Endorser) (U.S.) \_\_\_\_\_(Guarantor-Endorser) (U.S.)  
 \_\_\_\_\_(Guarantor-Endorser) (U.S.) \_\_\_\_\_(Guarantor-Endorser) (U.S.)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies thereon, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable hereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer thereon named ("Buyer") of any payment at its due date, or any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C.A. Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the state of New York. Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any of all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract, and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be, that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property, that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed. Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer. Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price, that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: \_\_\_\_\_, 19\_\_\_\_ (Witness) \_\_\_\_\_ By: \_\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) Signature of Seller  
 \_\_\_\_\_ (Signature: Title of Officer, "Partner" or "Proprietor")

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ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated June 9, 1987

between The Milton James Company as Seller-Lessor-Mortgagee and Scardina Plumbing & Heating, Inc. 1564 Annapolis Drive, Glen Burnie, MD (21061)

(Name) (Address)  
as Buyer-Lessee-Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made by us; we reserve a valid, free and clear title to or create a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct; and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmaturing installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes; and to substitute debtors without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 34,584.60

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 9th day of June 19 87

The Milton James Company (SEAL)

By Brian Portland Pres.

(If Corporation, print or type exact corporate name, have authorized officer sign, stamp title, and attach corporate seal. If partnership, print or type exact firm name and have one of more partners sign.)

208127

800 514 215

 <b>Maryland Financing Statement</b> All information must be typewritten or printed in ink.		File No. 275
(Not to Be) <del>(To Be)</del> Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es) J.E. And Sons, Inc. 808 Ruxshire Drive Arnold, Anne Arundel, MD 21012	Secured Party Name and Address The CIT Group/Equipment Financing, Inc. 1301 York Road Lutherville, MD 21093	
Assignee of Secured Party C.I.T. Corporation	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. One (1) 1987 Diamond Reo C11664DB Truck S/N 1D9AC6182H1009031 One (1) New 14' R & S Steel Body S/N 86121518		
<small>The name of C.I.T. Corporation has been changed to The CIT Group/Equipment Financing, Inc. Any reference herein to "C.I.T. Corporation" shall be deemed amended to "The CIT Group/Equipment Financing, Inc."</small>		
Proceeds of collateral are also covered.		
*If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <u>J. E. and Sons, Inc.</u>	Secured Party <u>The CIT Group Equipment Financing, Inc.</u>	
By <u>Roland E. Dugan Jr</u> Title <u>TREASURER</u>	By <u>Diane Grossman</u>	
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> <u>Roland E. Dugan Jr</u>	<u>Diane Grossman</u>	
<small>Type or print name(s) of person(s) signing</small>	<small>Type or print name of person signing</small>	

RECORDATION FEE 11.00  
 50  
 JUL 5 1987  
 CK

11/50

Recording Cost: 13.50  
Stamps: \$ 175.00  
File Number: BU 50292

514 216  
ANNE ARUNDEL COUNTY FINANCING RECORDS

FINANCING STATEMENT - FORM UCC-1

Identifying File No. 400100

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 25,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated June 8, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

RAYMOND MAKAROVICH, JR. and MARTY SAIA,  
Name T/A "Marty and Ray's Pizzeria"  
7622 Baltimore-Annapolis Boulevard  
Address Glen Burnie, Maryland- 21061

2. SECURED PARTY

Name TROY ENTERPRISES INC. PENSION PLAN AND TRUST

Address 6602 Troy Court, Baltimore, Maryland- 21209  
WARTZMAN, ROMBRO, OMANSKY, BLIBAUM & SIMONS, P.A.  
341 North Calvert Street, Baltimore, Maryland- 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 1990

4. This financing statement covers the following types (or items) of property: (list)

All of Debtors furniture, fixtures, equipment, stock of inventory, Beer, Wine and Liquor License No. 0138, used in conjunction with the operation of a Pizza and Sub Shop, and all of the assets of said business (hereinafter named) conducted at 7622 Baltimore-Annapolis Boulevard, Anne Arundel County, Maryland, trading as Marty and Ray's Pizzeria, and all renewals, extensions, additions and replacements to any of the foregoing.

13.00  
175.00  
.50  
JUL 6 87  
CK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Raymond Makarovich Jr  
(Signature of Debtor)

RAYMOND MAKAROVICH, JR.  
Type or Print Above Signature on Above Line

Marty Saia  
(Signature of Debtor)

MARTY SAIA  
Type or Print Above Signature on Above Line  
TRADING AS "MARTY and RAY'S  
PIZZARIA"

TROY ENTERPRISES INC. PENSION  
PLAN AND TRUST

BY: Alvin Pomerantz  
(Signature of Secured Party)

Alvin Pomerantz - Trustee  
Type or Print Above Name on Above Line

KINDLY RETURN RECORDED DOCUMENT TO:

JOSEPH H. OMANSKY, Atty. (A.M.I.)  
Wartzman, Rombro, Omansky, Blibaum & Simons, P.A.  
341 North Calvert Street  
Baltimore, Maryland 21202

(301) 685-0111

268120

514 217

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) BRISTOL EXCAVATING & LANDSCAPING 1102 WRIGHTON ROAD LOTHIAN MARYLAND 20711	2. Secured Party(ies) and address(es) BALDWIN SERVICE CENTER INC. 41 DEFENSE HIGHWAY ANNAPOLIS, MARYLAND 21401	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50 RECEIVED 0777 R01 111-03 JUL 6 87  5. Assignee(s) of Secured Party and Address(es) KUBOTA CREDIT CORPORATION SOUTHEAST DIVISION 4444 SHACKLEFORD RD NORCROSS, GEORGIA 30093
--	---	---

4. This financing statement covers the following types (or items) of property:

1 - NEW KUBOTA TRACTOR	MN# L2850	SN# 54370
1 - NEW KUBOTA LOADER	BF500	11717
1 - NEW AGRIFAB STRAWBLOWER	GA110	N/A

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

By: [Signature] Signature(s) of Debtor(s)

By: BALDWIN SERVICE CENTER, INC  
[Signature] CORP. SECY. Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM FORM UCC-1.

208430

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

FINANCING STATEMENT

800: 514 238

DATE: June 16, 1987

(XX) Not Subject to Recordation Tax  
( ) Subject to Recordation Tax of \$ \_\_\_\_\_

NAME OF DEBTOR (S): Franklin E. Bladen, Jr.  
T/A Bladen Trucking

ADDRESS: 1329 Defense Highway  
Gambrills, MD 21054

NAME OF SECURED PARTY: ANnapolis Federal Savings Bank  
CONSUMER/COMMERCIAL LENDING DEPARTMENT  
ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

1985 Puckett Brothers Paving Machine Serial Number PBP85H2750

RECORD FEE 12.00  
POSTAGE .50  
7326 C777 001 11:04  
JUL 6 87

DEBTOR(S):  
Franklin E. Bladen, Jr.  
T/A Bladen Trucking  
(Company Name)

BY: Franklin E. Bladen  
Franklin E. Bladen, Jr., Owner

BY: \_\_\_\_\_

BY: \_\_\_\_\_

SECURED PARTY:  
ANNAPOLIS FEDERAL SAVINGS BANK

BY: John M. Crook  
(Authorized Signature)

John M. Crook, Senior Vice President  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

17.5

BOOK 514 PAGE 219

008131

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Super Rite Foods, Inc. c/o Food-A-Rama 6439 Old Annapolis Rd. Glen Bernie, MD 21061	2. Secured Party(ies) and address(es) NCR CORPORATION 1700 S. Patterson Dayton, Ohio 45479	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
--	---	--

RECORD FEE 12.00  
 POSTAGE .50  
 002249 0777 10111132  
 JUL 6 87

4. This financing statement covers the following types (or items) of property:  
 NCR ELECTRONIC DATA PROCESSING EQUIPMENT & BUSINESS MACHINES, INCLUDING, WITHOUT LIMITATION, COMPUTERS, COMPUTER PERIPHERALS, RETAIL AND FINANCIAL TERMINALS, ELECTRONIC CASH REGISTERS, AND ELECTRONIC DATA ENTRY AND ACCOUNTING EQUIPMENT.

5. Assignee(s) of Secured Party and Address(es)

Purchase Money Sec Agree not Subject to Recordation Tax.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

By: [Signature]  
 Signature(s) of Debtor(s)

NCR CORPORATION  
 By: [Signature]  
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

180

68432

BOOK 514 PAGE 2211

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records. A.A. County
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

6. Debtor(s) Name(s) Address(es)  
 Jenkins Marine Motor Sales, Inc. 7328 Ritchie Highway  
 T/A: Boatland and/or Jenkins Boatland Glen Burnie, Maryland 21061

6. Secured Party Address P.O. Box 1661  
 PROVIDENT BANK OF MARYLAND Baltimore, MD 21203 1661  
 Attention: Thomas D. O'Brien

RECORD FEE 13.00  
 POSTAGE .50  
 201544 0237 802 112:01  
 JUL 6 87  
 CR

*AA*

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors Jenkins Marine Motor Sales, Inc.  
 By: [Signature] (Seal) \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the officer and at the address set forth in paragraph 6 above.

BOOK 514 PAGE 221

SCHEDULE A

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
Baretta	Success	MHP23954E787
Baretta	Supersport	MHP23958E787
Baretta	Supersport	MHP23960E787
Baretta	Success	MHP23979E787

Total price - 30,199.50

STATE OF MARYLAND

BOOK 514 FILE 222

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 250612

RECORDED IN LIBER 469 FOLIO 585 ON Janury 23, 1984 (DATE)

1. DEBTOR

Name Wilmer V. Coulter & Betty Coulter

Address 8249 Fairwood Drive, Pasadena, Maryland 21122

2. SECURED PARTY

Name CentraBank

Address P.O. Box 1316, Baltimore, Maryland 21203

RECORDING FEE 10.00  
POSTAGE .50  
35586 0237 R02 115:29  
JUL 6 87

CX

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  TERMINATION</p>
<p>1973 Pacemaker 38' with twin Crusaders Engine Conditional Sales Contract-Exempt from Recording Tax</p>	

Dated June 3, 1987

Mary J. Shue  
(Signature of Secured Party)

Mary J. Shue, Assistant Vice President  
Type or Print Above Name on Above Line

FINANCING STATEMENT Anne Arundel County

(Continuation - Termination - Assignment - Partial Release)

This Financing Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record:  Land  Financing Statement { Liber 433 Folio 146 File No. 236247

Date of Financing Statement January 13th, 1981

1. Debtor(s) (or assignor(s)) NAME ADDRESS No. Street City State Housing Authority of the City of Annapolis - 1217 Madison St. P.O. Box 3319 Annapolis, Maryland 21403

2. Secured Party (or assignee) SOVRAN BANK / MARYLAND formerly known as Suburban Bank 6610 Rockledge Dr., Bethesda, Md. 20817 CHECK  THE LINES WHICH APPLY

- 3.  A. Continuation. The original financing statment between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.  B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number above shown.  C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the File Number shown above:

RECORD FEE 10.00 435598 0237 002 715:37 JUL 6 87

CK

- D. Partial Release. The Secured Party releases from the collateral described in the Financing Statement bearing the File Number above shown, the property hereinafter described:

Dated: May 18th 1987 Secured Party: SOVRAN BANK / MARYLAND By: Betty L. Talbott Type Name Betty L. Talbott Title Commercial Loan Operations Office

BR 454 N169-7706 R386

768133

300 514 224

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es)

James F. Chmelik  
Sharon L. Chmelik  
8237 Fairwood Drive  
Pasadena, MD 21122

2 Secured Party(ies) and address(es)

FIRST CITY FEDERAL  
SAVINGS BANK  
50 Madison Avenue  
New York, NY 10010

3 Maturity date (if any):

For Filing Officer (Date, Time,  
Number, and Filing Office)

RECORD FEE 12.00  
POSTAGE .50  
#75591 8237 102 115:46  
JUL 6 87  
CR

4 This financing statement covers the following types of property:

Debtor's limited partnership interest in Bedford Associates, Ltd, a Texas partnership, including all of debtor's right, title and interest in said partnership and any successor partnership and under the partnership agreement relating thereto. Partnership will be located at 2351 W. Northwest Highway, Suite 2201, LB 6, Dallas, Texas 75220

5 Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

*James F. Chmelik* x *Sharon L. Chmelik* FIRST CITY FEDERAL SAVINGS BANK

By: \_\_\_\_\_ Title \_\_\_\_\_ By: *Robin Talvin* Signature(s) of Secured Party(ies) Title \_\_\_\_\_

(1) Filing Officer Copy-Alphabetical **STANDARD FORM - FORM UCC-1.** For Use in Most States

514 22

FINANCING STATEMENT FORM UCC-1

Identifying File No. 44121

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name James R. Batchelor
T/A Batchelor Excavating
Address 111 Maryland Ave., Edgewater, MD 21037

2. SECURED PARTY

Name Diversified Leasing, Inc.
Address 2024 West St., Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One (1) New Catapillar Model #953WG LGP
Crawler Loader S/N 20Z01168
with all accessories and attachments.

RECORD FEE 12.00
POSTAGE 50
433592 0237 R02 115453
JUL 6 87

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Handwritten signature of James R. Batchelor

(Signature of Debtor)

JAMES R. BATCHELOR
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Handwritten signature of secured party

(Signature of Secured Party)

L.L. SUMMERS
Type or Print Above Signature on Above Line

FINANCING STATEMENT

268135  
514 226

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax. FILED ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT TO CREATE A SECURITY INTEREST.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

5. Debtor(s) Name(s) / Lessee Address(es)  
 Dalnekoff & Mason, PA 2448 Holly Avenue  
 Annapolis, MD 21401

RECORDATION FEE 11.00  
 POSTAGE .50  
 APR 27 1987 11:53  
 JUL 8 87

6. Secured Party / Lessor Address  
 Diversified Leasing, Inc. 2024 West Street  
 Attention: Margaret A. Bracone Annapolis, Maryland 21401  
 (Type name & Title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Dalnekoff & Mason, PA  
 Debtors  
 \_\_\_\_\_ (Seal)  
 Barry J. Dalnekoff, President \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.  
 2-3320 (3/85)

BOOK 514 PAGE 227

SCHEDULE A  
DALNEROFF & MASON, PA  
LEASE #6173

Vendor: Corporate Design, Ltd.  
Invoice #00443

(3) CO-3648 bookcases Westinghouse Micarta #92M16 pearl black	\$1,164.00
TOTAL	\$1,164.00



FINANCING STATEMENT

68-107

BOOK 514 PAGE 24

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 6,154.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

Anne Arundel County

5. Debtor(s) Name(s) John H. Helm Address(es) 13 Rickover Court  
 Jeny-Lynn Helm Annapolis, MD 21401

RECORD FEE 12.00  
 RECORD TAX 45.50  
 POSTAGE .50  
 435597 0277 114:09  
 JUL 6 87  
 CK

6. Secured Party Address 1832 George Avenue  
 First Federal Savings & Loan Association of Annapolis Annapolis, MD 21401  
 Attention: Sandra Cowsill  
 (Type name & Title)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

**A. Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

**B. Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

**C. General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

**D. Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

**E. All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

**F. Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

**G. Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors  
[Signature] (Seal) \_\_\_\_\_ (Seal)  
 John H. Helm  
[Signature] (Seal) \_\_\_\_\_ (Seal)  
 Jeny-Lynn Helm

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.



FIRST FEDERAL SAVINGS  
& Loan Association of Annapolis

BOOK 514 PAGE 230

SCHEDULE A

DEBTOR: John H. Helm  
Jeny-Lynn Helm  
13 Rickover Court  
Annapolis, MD 21401

SECURED PARTY: First Federal Savings & Loan Assoc. of Annapolis  
1832 George Avenue  
Annapolis, MD 21401

COLLATERAL: Compaq Deskpro 286/40 Meg with EGA Monitor  
Serial #4708AJ280817 Serial #6250055

LOAN AMOUNT: \$6,154.00

MAIN OFFICE 2024 WEST STREET, ANNAPOLIS, MARYLAND 21401  
ANNAPOLIS 266-6100 • BALTIMORE 841-6700 • WASHINGTON 261-8800

• OPERATIONS CENTER 1832 GEORGE AVENUE, ANNAPOLIS, MARYLAND 21401  
• ANNAPOLIS 263-7771 • BALTIMORE 269-1108 • WASHINGTON 261-2493  
•

200123

BOOK 514 PAGE 231

FINANCING STATEMENT

Loan Amt. \$10,000  
~~XXX~~ subject to recordation tax

1 Name of Debtor: Robert E. Bradley  
Address: Deborah L. Bradley  
153 Inverness Road  
Severna Park, Md. 21146

Filing Fee: \$82/50  
A.A. Co. Circuit  
Court

2 Name of Secured Party: Annapolis Banking & Trust Co.  
Address: P.O. Box 311  
Annapolis, md., 21404

3 Name of Assignee: Annapolis Banking & Trust Co.  
Address: Annapolis, Maryland

RECORD FEE 12.00

4 This Financing Statement covers the following types (or items) of property:  
1972 951C Catapillar Loader SER.#. 86J2394

5 (If collateral is goods which are or are to become fixtures—describe real estate, include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

RECORD TAX 70.00  
POSTAGE .50

#005660 C345 R03 114:42  
07/06/87

Debtor's

Secured Party

*Robert E. Bradley*  
Robert E. Bradley  
*Deborah L. Bradley*  
Deborah L. Bradley

Annapolis Banking & Trust Co.  
(Type Name of Dealership)

*Karen Q. Trettin*  
(Authorized Signature)

Karen Q. Trettin/SR. Branch  
(Type Name and Title) Officer

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above)

208439

FINANCING STATEMENT 514 232

Loan Amt. \$6,500.00  
XX subject to recordation tax

1 Name of Debtor: Russell L. Hewitt  
Address: 7667 Cedar Drive  
Pasadena, Md. 21122

Filing Fee: \$57.00  
A.A.Co. Circuit Court

2 Name of Secured Party: Annapolis Banking & Trust Co.  
Address: P.O. Box 311  
Annapolis, md. 21404

3 Name of Assignee: Annapolis Banking & Trust Co.  
Address: Annapolis, Maryland

4 This Financing Statement covers the following types (or items) of property:  
1986 Mustang 442 Loader SER# 525045

5 If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.  
The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00

RECORD TAX 45.50

POSTAGE .50

Debtor:

Secured Party:

#005670 0345 R03 114:43  
07/06/87

*Russell L. Hewitt*  
Russell L. Hewitt

Annapolis Banking & Trustco.  
(Type Name of Dealership)

*Karen Q. Trettin*  
Authorized Signature

Karen Q. Trettin/ SR. Branch Officer  
(Type Name and Title)

NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.

(M: Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above

11  
45.5

**FINANCING STATEMENT**

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity Date (if any):

1 Debtor(s) (Last Name First) and address(es)  
 Kyriacou, Zaharia  
 35 W Street  
 Annapolis, MD 21401

2 Secured Party(ies) and address(es):  
 Stanley Bostitch - Auto Soler  
 5101 Fulton Ind. Blvd.  
 Atlanta, GA 30336

For Filing Officer (Date, Time, Number, and Filing Office):

BOOK 514 PAGE 233  
 208110

4 This financing statement covers the following types (or items) of property:

Shoe Repair Equipment:

Mini Finisher AFJ018MP  
 Brush Master AFJ024BR  
 Acct. KY5006

Not Subject to Recordation Tax -  
 Conditional Sales Contract.  
 Indebtedness, \$4721.50  
 Debtor's Residence,  
 Anne Arundel County

RECORD FEE 11.00  
 #005890 0040 R03 110:58  
 07/07/87

Check  if covered:  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional sheets presented:

Filed with:

This instrument prepared by

Zaharia Kyriacou

Stanley Bostitch-Auto Soler

By:

*Zaharia Kyriacou*  
 Signature(s) of Debtor(s)

By:

*Mary Daniell*  
 Signature(s) of Secured Party(ies)

STANDARD FORM — UNIFORM COMMERCIAL CODE — FORM UCC-1

Filing Officer Copy—Alphabetical

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 262433 Dated 6/25/86

Record Reference Book 499 Page 294

2. DEBTOR is:

Name: Jeffrey D. Larkin Electrical Contractors, Inc.  
(Last Name First)

Address: 1021 Dorsey Road, Glen Burnie, Maryland 21061

RECORD FEE 10.00

POSTAGE .50

#005810 0040 R03 T11:30

07/07/87

3. SECURED PARTY is:

Name: Equitable Bank, National Association

Address: 100 S. Charles Street, 3rd Floor, Baltimore, Maryland 21201

CK

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index, and return the same to the party designated below:

RETURN TO: UNION TRUST COMPANY OF MARYLAND  
BALTIMORE AND ST. PAUL STREETS, BALTIMORE, MARYLAND 21203

SECURED PARTY:

Equitable Bank, National Association

Date: May 26, 19 87

By: Barbara A. Wykowski, Corporate Banking Officer (Title)

15.00

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 514 PAGE 235  
Identifying File No. 208419

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Southward Corp. dba Annapolis 4A Rentals  
Address 1919 Lincoln Drive, Annapolis, MD 21401

2. SECURED PARTY

Name RELI FINANCIAL CORP.  
Address P.O. BOX 797, Northbrook, IL 60065-0797

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

2 Ditch Witch Model 1010 Trenchers,  
S/N 5C2426, 5D0941

Name and address of Assignee

COLLATERAL IS NOT SUBJECT TO RECORDATION TAX.

RECORD FEE 12.00  
POSTAGE .50  
#005840 0040 R03 111:32  
07/07/97

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)

Type or Print Above Name on Above Line

✓ Kenneth R. Weyner  
(Signature of Debtor)

Southward Corp. dba Annapolis 4A Rentals  
Type or Print Above Signature on Above Line

(Signature of Secured Party)

Whitney Horn  
(Signature of Secured Party)

RELI FINANCIAL CORP.  
Type or Print Above Signature on Above Line

1700

514 FILE 238

**STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT,  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE**  
FORM NO. 207-126 Rev. 2-84

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. 253825 recorded in  
Liber 483, Folio 171 on 3/8/85 at Anne Arundel County  
Date Location

1. DEBTOR(S):  
Name(s) K. & G. Construction, Inc.  
Address(es) 1666 Albermarle Ct. Crofton, Md. 21114

2. SECURED PARTY:  
Name Maryland National Bank  
Address College Park, Md. 20740

Person and Address to whom Statement is to be returned if different from above.  
\_\_\_\_\_

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

3.  CONTINUATION. The original Financing Statement referred to above is still effective.

4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. \_\_\_\_\_

RECORD FEE 10.00  
POSTAGE .50

#005900 0040 R03 111:36

07/07/87

CK

9. SIGNATURES.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECURED PARTY

Maryland National Bank  
By Betty R Hensley  
Betty Hensley, branch Officer  
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)  
Type name of each signature and if Company,  
type name of Company and Name and Title of  
Authorized Signer.

10.00

200150

514 237

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):  
For Filing Officer (Date, Time, Number, and Filing Office)

1. Debtor(s) (Last Name First) and address(es)  
Thomas M. Cranston  
T/A Cranston Electric  
5120 Sudley Rd  
West River, Md 20778

2. Secured Party(ies) and address(es)  
Baldwin Service Ctr  
41 Defense Hwy  
Annapolis, Md 21401

RECORD FEE 11.00  
POSTAGE .50  
#005960 0040 R03 T11:40  
07/07/87

4. This financing statement covers the following types (or items) of property:  
1-New Kubota Tractor Model L2550DT S/N 53495  
1-New Kubota Loader Model BF400 S/N 13643

5. Assignee(s) of Secured Party and Address(es)  
KUBOTA CREDIT CORPORATION, USA  
SOUTHEAST DIVISION  
4444 SHACKLEFORD RD.  
NORCROSS, GEORGIA 30093

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

By: Thomas M. Cranston  
Signature(s) of Debtor(s)

BALDWIN SERVICE CENTER, INC  
By: [Signature] CORP. SECY:  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

11.00 2

BOOK 514 PAGE 238

208151

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Horton, Lloyd, Jr. T/A Horton Machine Co.

Address 601 Olson Rd., Brooklyn Park, MD 21225

2. SECURED PARTY

Name AW Tool & Machine, Ltd.

Address 2326 York Rd., Timonium, MD 21093

Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation

P.O. Box 1680

500 DiGiulian Blvd.

Glen Burnie, MD 21061

RECORD FEE 22.00

POSTAGE .50

#005970 0040 R03 T11:40

07/07/87

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Lloyd Horton, Jr. T/A

Horton Machine Co.

See attached for original signature

(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation



(Signature of Secured Party)

LARRY E. KIMMEL ASST. VP  
Type or Print Above Signature on Above Line

2203

CONDITIONAL SALE CONTRACT NOTE

514 FILE 239

TO: AW Tool & Machine, Ltd. (Seller) FROM: Lloyd Horton, Jr. T/A Horton Machine Co. (Buyer)
2326 York Rd. Timonium, MD 21093 609 Olson Rd. Brooklyn Park, MD 21225

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of Property Purchased and Financial Details. Includes items like (1) TIME SALES PRICE, (2) Less DOWN PAYMENT IN CASH, (3) Less DOWN PAYMENT IN GOODS, and (4) CONTRACT PRICE. Total contract price is \$99,858.00.

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Ninety nine thousand eight hundred fifty eight and 00/100\*\*\*\*\* Dollars (\$ 99,858.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the \_\_\_ day of \_\_\_, 19 \_\_\_, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,664.30 and the final installment being in the amount of \$ 1,664.30

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0-% per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Buyer acknowledges that before the execution of this contract Seller from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: MAY 26 19 87 BUYER(S)-MAKERS(S):

Accepted AW Tool & Machine, Ltd. (SEAL) Lloyd Horton, Jr. T/A Horton Machine (SEAL)

By: [Signature] By: [Signature]

(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature) By:

This instrument prepared by

5

BUYER'S COPY-NON-NEGOTIABLE

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

On property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law, (1) recover the Balance, (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be, as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or charge applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)  
 \_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)

WAIVER TO BE EXECUTED BY LANDLORD AND MORTGAGEE OF PREMISES WHERE PROPERTY IS TO BE INSTALLED OR DELIVERED.  
 (Should be executed whenever the property may be attached to realty)

The undersigned, Landlord and Mortgagee, respectively, of the premises at \_\_\_\_\_ (Number and Street Address of installation/delivery)

as an inducement to Seller to deliver the property described in the contract note annexed hereto, and in consideration thereof, hereby severally agree that said property shall remain chattels, and severally waive as to the Seller designated in said contract, and CREDIT ALLIANCE CORPORATION, and any assignee thereof, all claims and demands of every kind (including distraint) against said property and all replacements and additions thereto, this agreement and waiver to continue in full force and effect until Buyer has paid the full amount owing by Buyer in accordance with the terms and conditions of said contract note and all renewals, extensions and/or substitutions thereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_  
 WITNESSED BY: \_\_\_\_\_ (Landlord)  
 \_\_\_\_\_ (Mortgagee)

INSTRUCTIONS: - Subject to local requirements DO NOT USE THIS FORM:

- A. For MOTOR VEHICLES and NON-COMMERCIAL GOODS (unless prior clearance is obtained from CREDIT ALLIANCE CORPORATION).
- B. In HAWAII, LOUISIANA, MONTANA, NEBRASKA, NORTH DAKOTA, OHIO, PUERTO RICO, RHODE ISLAND, TENNESSEE AND VIRGINIA.
- C. In CONNECTICUT, if the cash price is under \$6,000.01; MARYLAND, if the cash price is under \$5,000.01; MISSOURI, if the cash price is under \$7,500.01

The following states may require completion of the Preparer's Statement (on contract): Arkansas, Indiana, North Carolina, Ohio.

All BLANKS must be filled in BEFORE the parties sign. Type or print legibly the names of all persons signing beneath their signatures. If equipment is to be affixed to realty, complete the AFFIXATION NOTICE and WAIVER by Landlord and Mortgagee.

When executing, if Corporation, an Authorized Officer should sign, stating his Title and attach Corporate Seal. If Partnership, first sign Firm Name and have Partners sign.

In view of technical local requirements, CREDIT ALLIANCE CORPORATION cannot be responsible for the correctness or adequacy of this form, methods of execution, enforceability of covenants and remedies, filing requirements, etc. Local counsel should be consulted.

514 FILE 210

SCHEDULE "A"

BOOK 514 PAGE 241

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated \_\_\_\_\_ 19\_\_\_\_ between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Victor CNC Lathe w/10TF Fanuc Controller, tooling, package hydraulic tail stock, chip conveyor, set of hard jaws  Without limiting any of the terms and conditions of the above-mentioned Conditional Sale Contract Note, Buyer grants to Holder a Security Interest in goods, inventory and equipment including but not limited to the following:	TNS3	
One (1)	Mazak 14" x 72" gap Lathe		6022138
One (1)	Excello NC Milling Machine w/Bridgeport Controls, 3axis		105177
One (1)	Bridgeport Milling Machine		

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

AW Tool & Machine, Ltd.

By: Blum Lagerher, President

Purchaser, Mortgagor or Lessee:

Lloyd Horton, Jr. T/A Horton Machine Co.

By: Lloyd Horton Jr

ASSIGNMENT

BOOK 514 PAGE 212

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated \_\_\_\_\_

between AW Tool & Machine, Ltd. as Seller, Lessor, Mortgagee and Lloyd Horton, Jr. Y/A Horton Machine Co. 601 Wilson Rd. Brooklyn Park, MN 55425 (Name) (Address)

as Buyer, Lessee, Mortgagee (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given, it receives a valid, free and clear title to or creates a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unexpired installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust, and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereto is \$ 99,838.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

AW Tool & Machine, Ltd.  
By: Elson Waggenbar President

If corporation, print or type exact corporate name, have authorized officer sign, state his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.

CALSA



(b) All of the right, title, interest, claim or demand of the Debtor either at law or in equity in and to all construction contracts, architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(c) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(d) All contracts for the sale of the premises hereinafter described; and

(e) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

- 5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by the Debtor to the Secured Party.
- 6. Proceeds of collateral are covered by this Financing Statement.
- 7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner, as more fully described on "EXHIBIT A" attached hereto and by this reference incorporated herein and as more particularly described in the Deed of Trust hereinabove referenced.
- 8. Maturity Date of the obligation, if any: provided in the Note.

Debtor:  
CONTE INVESTMENT PARTNERSHIP, a Maryland General Partnership

Secured Party:  
SIGNET BANK N.A.

p. 244

By: Anthony Conte  
Anthony Conte,  
Partner

By: Jean R. Liss  
Jean R. Liss,  
Vice President

By: Donna Conte  
Donna Conte,  
Partner



By: Joseph Conte  
Joseph Conte,  
Partner

By: Christina Conte  
Christina Conte,  
Partner

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to: Signet Bank N.A., 1130 Conn. Ave., N.W., Washington, D.C. 20036, Attn: Jean R. Liss.

## "EXHIBIT A"

All of that land located in Anne Arundel County, Maryland and described as follows:

Lots Nos. 1, 2, 3, 4, 5 and 6, as described on a plat of the sub-division of Lot 3, formerly the "Anne Sellman Tract", near Three Mile Oak, said plat recorded among the Plat Records of Anne Arundel County in Liber F.S.R. 118, Folio 259.

4192s

514 247

209 100

SECURITY AGREEMENT AND FINANCING STATEMENT  
(Uniform Commercial Code - Secured Transaction)

June 23, 1987

The underlying secured transaction being publicized by this Security Agreement and Financing Statement is not subject to the Recordation Tax imposed by Article 81, Sections 277 and 278, of the Annotated Code of Maryland, as amended.

Debtor:

Address:

CALVERT PROPERTY ANNAPOLIS  
LIMITED PARTNERSHIP, a  
Virginia limited partnership

12658-60A Lake Ridge Drive  
Woodbridge, Virginia 22192

Secured Party:

THE NATIONAL BANK OF WASHINGTON, 4340 Connecticut Avenue, N.W.  
a national banking association Washington, D.C. 20008

1. Debtor hereby grants to Secured Party a security interest in all of the property hereinafter described in Paragraph 3 in accordance with the Uniform Commercial Code for the State of Maryland as additional security for the repayment of the indebtedness evidenced by a Note of even date herewith in the amount of One Hundred Seventy-One Thousand Dollars (\$171,000.00) from Debtor, as Maker, payable to Secured Party. The repayment of the indebtedness evidenced by the said Note is secured by a Deed of Trust of even date herewith made by Debtor, as Grantor, to Howard G. Dymond and Constance Britt, as Trustees, conveying certain land and premises located in the State of Maryland, and hereinafter described in Paragraph 6 hereof.

2. The said Note and Deed of Trust are hereby incorporated by reference and made a part hereof. Debtor agrees that in the event of any default in said Note or Deed of Trust or any other instrument evidencing, governing or securing the aforesaid indebtedness, beyond any applicable notice and cure periods, such default shall constitute a default under this Security Agreement entitling Secured Party to exercise any and all rights and remedies herein provided, or provided under the Uniform Commercial Code of the State of Maryland, or any other applicable law, in addition to any other rights and remedies provided in said Note and Deed of Trust.

RECORD-FEE 25.00  
POSTAGE .50  
JUL 7 87

2500  
100

25.50

All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in its sole and absolute discretion. Debtor warrants the property subject to this Security Agreement and Financing Statement is fully paid for and is free from prior liens.

3. This Security Agreement and Financing Statement covers:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 6 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus, attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not (but not including any property leased by the Debtor in connection with the operation of the Premises); and

(b) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, all tap fees

and deposits with utility companies, and all permits and the like, relating to or utilized in connection with the Premises or any improvements or appurtenant facilities erected or to be erected upon or about the Premises; and

(c) All earnings, revenues, rents, issues, profits, avails and other income of and from the Premises and the collateral; and

(d) All awards or payments in lieu thereof, including interest thereon, and the right to receive same as a result of any taking or condemnation pursuant to any governmental or other power of eminent domain or changes of grade, alignment, access rights or other street alterations, or other sources of funds available due to any injury to the Premises or the state or value thereof.

4. This Security Agreement and Financing Statement does not cover any trade fixtures or other personal property owned by bona fide tenants of all or any portion of the Premises if such tenants have the right to remove the same at or before the expiration of the term of their leases.

5. Proceeds are covered by this Security Agreement and Financing Statement.

6. Certain of the property hereinabove described is or will be affixed to the real estate described on Exhibit "A" attached hereto and incorporated herein by reference.

WITNESS:

DEBTOR:

CALVERT PROPERTY ANNAPOLIS LIMITED  
PARTNERSHIP, a Virginia limited  
partnership



By:  [SEAL]  
Robert C. Wilcox,  
Authorized General Partner

[ADDITIONAL SIGNATURES FOLLOW]

WITNESS:

*Robert G. [unclear]*

SECURED PARTY:

THE NATIONAL BANK OF WASHINGTON,  
a national banking association

By: *[Signature]*

Shepard Williams,  
Vice President

TO THE FILING OFFICER: After this Security Agreement and  
Financing Statement has been recorded, please return the same  
to:

*AA-102204*

CHICAGO TITLE INSURANCE COMPANY  
105 West Chesapeake Avenue  
Towson, Maryland 21204  
301/321-0900

DESCRIPTION OF 1.390 ACRES

BEGINNING for the same at an iron pipe found at the point of intersection of the southeastern right-of-way line of Riva Road, as described in the deed from the Trustees of Edwards Chapel Methodist Church to Anne Arundel County, Maryland recorded in Liber 2399 at folio 107 and the line of division between the property herein being described and the land conveyed by James M. Hightower, et al. to Annapolis-West Limited Partnership by deed dated April 23, 1984 and recorded in Liber 3726 at folio 433; thence binding on said line of division

1. South 63°14'06" East 79.22 feet to an iron pipe found on the line of the Parole Shopping Center, Limited Partnership Corp., recorded in Liber WGL 2920 at Folio 238; thence with three (3) lines common to said Parole Shopping Center:
2. South 06°55'47" West 125.86 feet to an iron pipe found,
3. South 75°40'46" East 160.48 feet to an iron pipe found, and
4. South 07°19'43" West 100.07 feet to a P-K nail found; thence
5. North 75°49'54" West 460.76 feet to an iron pipe found; said course being common in part with the aforesaid Parole Shopping Center and in part with the St. Constantine and Helen Greek Orthodox Church, Inc. property, acquired by deed dated October 9, 1950 from Nicholas J. Mandris and wife, Helen Mandris, said deed recorded in Liber 593 at Folio 423; thence binding on the aforesaid southeastern right-of-way line of Riva Road 36.41 feet along the arc of curve to the right, said curve having a radius of 6658.16 feet and subtended by a chord bearing
6. North 54°10'16" East 36.41 feet to a point; thence 200.33 feet along the arc of a second curve to the right, said curve having a radius of 6678.16 feet and subtended by a chord bearing
7. North 53°09'18" East 200.32 feet to a point; thence continuing with said right-of-way line
8. North 52°17'44" East 74.14 feet to the point of beginning.

CONTAINING 1.390 acres.

BEING the three parcels of land conveyed by the Trustees of Edwards Chapel Methodist Episcopal Church to Rochecorbon, Inc. by deed dated December 29, 1982 and recorded in Liber 3549 at Folio 354; said three parcels having been consolidated by a survey by Clarence H. Miller in July of 1983.

and said three parcels being described as follows:

(continued-See Exhibit A continued)

EXHIBIT "A"

PARCEL NO. 1

BEGINNING FOR THE SAME at the end of the third line of a tract of land conveyed to George W. Cole by Anne S. Owens and husband by Deed dated August 11, 1893 and recorded among the Land Records of Anne Arundel County in Liber S.H. No. 44, Folio 324 and running thence south sixty-eight degrees east one hundred and thirty-five feet, thence, north twenty and one-half degrees east one hundred and sixteen feet to the Old Ferry Road, thru on line of road south fifty-six degrees forty-five minutes west 213.75 feet to place of beginning.

PARCEL NO. 2

BEGINNING FOR THE SAME at a post now planted on the northwest corner of lot now owned by W.E. Woods, thence following line of said lot South thirteen degrees fifteen minutes west, three hundred and seventy-two feet four inches, thence north sixty-nine degrees forty minutes west one hundred and eight feet four inches to the lot now owned by the one Church, thence following line of said lot north Eighteen degrees twenty-five minutes east one hundred and eighty-four feet to the public road leading to South River, thence following same north fifty-seven degrees eighty minutes each two hundred and thirty feet eight inches to the point of beginning. Containing one acre of land more or less.

PARCEL NO. 3

BEGINNING FOR THE SAME at a fence post found at the end of the first line of the description contained in the Deed dated July 31, 1907 and recorded among the Land Records of Anne Arundel County, Maryland in Liber G.W. No. 53, Folio 353, whereby the land was conveyed by M. Frank Sears, et al. to the Trustees of Edward Chapel Methodist Episcopal Church, said post being also at the beginning of the North 7 degree East 381 foot line of the description contained in the Deed dated July 31, 1942 and recorded among the Land Records of the County aforesaid, in Liber J.E.E. No. 266, Folio 24, whereby the property was conveyed by Ruth Virginia Lee and Husband to Wilfred T. Azar and wife, thence running with the last line mentioned, North 7 degrees East 100.00 feet to an iron pipe there set; thence running across the land of the Grantors of which the land hereby conveyed is a part, South 75 degrees 43 minutes 30 seconds East 160.32 feet to an iron pipe set in the South 7 degrees 15 minutes West 250 foot line of the hereinbefore mentioned conveyance from Lee to Azar, thence running with said last mentioned line South 7 degrees 11 minutes 20 seconds West 100 feet to an iron pipe set in the divisional fence line dividing the property hereby conveyed from that immediately adjoining thereto on the South, thence running with said divisional fence, North 75 degrees 42 minutes 30 seconds West 160 feet to the point of beginning. Containing 0.368 acre of land more or less. The bearings in the above description are referred to the magnetic meridian of 1907. All as shown on drawing prepared by Shelley and Pantaleo, Registered Professional Engineers and Land Surveyors, entitled "Plat Showing Properties being acquired by Trustees of Edward Chapel M.E. Church and Wilfred T. Azar and wife" and dated January 1946.

208151

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

514 FILE 253  
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 6-5-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gearl M. Newsham

Address 1154 Oakview Drive, Croftonville, MD, 21032

2. SECURED PARTY

Name W. J. Richardson & Sons, Inc.

Address 6400 Windsor Mill Rd.  
Baltimore, MD, 21207

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- Kobalt L-2050RT 34hp. 4wd cc. # 53736
- HP500 loader # 12498
- Bushhog SQ60 60" bush hog N/S
- HERB-72 72" blade # N/S
- L-1153 sunshade # N/S
- HCW184 84" rake # N/S

Name and address of Assignee

Rec'd 54900-810187

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Gearl M. Newsham  
(Signature of Debtor)

Gearl M. Newsham  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

W. J. Richardson  
(Signature of Secured Party)

William E. Richardson  
Type or Print Above Signature on Above Line

RECORDED FEE  
\$1.00  
TUL 7 87  
CK

MISSING  
Package  
See

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 478 Page No. 484  
Identification No. 254213 Dated 10/16/84

1. Debtor(s) { Darrell T. and Patricia M. Taylor  
Name or Names—Print or Type  
224 East Avenue Pasadena Md. 21122  
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company  
2. Secured Party Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORD FEE 13.00  
POSTAGE .50  
435040 0237 R02 T14154  
JUL 7 87

CK

<p><b>A. Continuation</b> ..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> ..... <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> ..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> ..... <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;"><b>Termination</b></p>

Dated: 6/5/87 Sears, Roebuck and Company  
Name of Secured Party  
[Signature]  
Signature of Secured Party  
J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

BOOK 514 FILE 205

4. <input type="checkbox"/> Filed for record in the real estate records.	5. <input type="checkbox"/> Debtor is a Transmitting Utility.	6. No. of Additional Sheets Presented.
1. Debtor(s) (Last Name First) and address(es)  Capital Printing Company 2000 Capital Drive Annapolis, MD 21401	2. Secured Party(ies) and address(es)  Royal Zenith Corporation 222 Community Drive Great Neck, NY 11021	3. For Filing Officer (Date, Time, Number, and Filing Office) FEE 10.00 POSTAGE .50 405441 1237 NOV 114:57 JUL 7 87 CK

7. This statement refers to original Financing Statement No. 268838 filed (date) 9/24/86 with Clerk of the Circuit Court Anne Arundel County

8.  A. Continuation The original Financing Statement bearing the above file number is still effective.  
 B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.  
 C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:  
 D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:  
 E. Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)  
 F. Other

Assignee: Credit Alliance Corporation  
 1275 Summer Street  
 Stamford, CT 06905

All property described in the above referenced financing statement.

This is not subject to recordation tax.

..... Royal Zenith Corporation .....

By ..... By [Signature] .....

Signature(s) of Debtor(s) (only on amendment) Signature(s) of Secured Party(ies)

514 FILE 256

208156

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated June 1, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Larry V. Fila, Jr., a sole proprietor, d/b/a Styling Quarters  
Address 4028 Belle Grove Rd., Brooklyn Park, MD 21225

2. SECURED PARTY

Name Trans-American Leasing Corporation  
Address The Steffey Bldg., Ste 200B, 407 Crain Highway  
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 (one) Suntana Sunbed - Model SW 36 with dressing room  
All machinery, equipment, accounts receivables and inventories, now owned or hereafter acquired including proceeds and products thereof.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

LARRY V. FILA, JR., A SOLE PROPRIETOR,  
D/B/A STYLING QUARTERS

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

LARRY V. FILA, JR.  
(Signature of Debtor)

Type or Print Above Signature on Above Line

TRANS-AMERICAN LEASING CORPORATION

\_\_\_\_\_  
(Signature of Secured Party)

Allen Golden  
Type or Print Above Name on Above Line

RECORDED FEE 12.00  
SEARCHED 50  
JUL 7 1987

AACo.

18.50

800 514

STATE OF MARYLAND

208-157

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bernard Andrew Goeller  
Address 105 Kenilworth Park Drive, Towson, MD 21204

2. SECURED PARTY

Name DiMarzo & Dellinger Truck Sales, Inc.  
Address 1312 Ritchie Road, Capitol Heights, MD 20743

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- (1) 1987 Nissan model CLA83H S/N JNALA83J9HGH40216 with Duralite 20' Van body S/N 201773
- (1) 1987 Nissan model CLA83H S/N JNALA83J2HGH 40218 with Duralite 20' van body S/N 201774

Name and address of Assignee  
Deutsche Credit Corporation  
4 Greentree Center, Suite #204  
Marlton, NJ 08053

NOT SUBJECT TO RECORDATION TAX

RECORDING FEE 11.00  
02301.3 CTT 001 714-54  
JUL 7 87  
OK

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

*Bernard Andrew Goeller*  
(Signature of Debtor)  
Bernard Andrew Goeller  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

*Bernard B. DiMarzo*  
(Signature of Secured Party)  
Bernard B. DiMarzo, President  
Type or Print Above Signature on Above Line

514 255

268153

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated: 5/29/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name: Anthony Hebron  
Address: 3506 Keston Road, Baltimore, MD 21207

2. SECURED PARTY

Name: Annapolis 4A Rentals & Sales  
Address: 1919 Lincoln Drive  
Annapolis MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

New John Deere 36" commercial walkbehind mower  
S/N TY3612C108401  
1 2 cycle pushmower  
1 #3 edger

RECORD FEE 11.00  
223014 CTV R01 T14354  
JUL 7 87  
CB

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

*Anthony Hebron*  
(Signature of Debtor)

Anthony Hebron  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Charles A. Rentals*  
(Signature of Secured Party)

Annapolis 4A Rentals & Sales  
Type or Print Above Signature on Above Line

800: 514 259

208159

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated 5/29/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Robert Goodson III

Address 20 Kirwins Landing Lane, Chester, MD 21619

2. SECURED PARTY

Name Annapolis 4A Rentals & Sales

Address 1919 Lincoln Drive

Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

John Deere 330 Lawn & Garden Tractor  
w/46" mower  
S/N M00330X362831

RECORD FEE 11.00  
M3015 077 001 114:55

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) 7 87

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

*Robert Goodson III*  
(Signature of Debtor)

Robert Goodson III  
Type or Print Above Name on Above Line

(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

*Annapolis 4A Rentals & Sales*  
(Signature of Secured Party)

Annapolis 4A Rentals & Sales  
Type or Print Above Signature on Above Line

514 260

268160

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax, non tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement dated \_\_\_\_\_ is presented to a filing office for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Walter, Edward G. Jr. & Jane M.  
Address 19300 Du Barry Dr. Brookeville, Md. 20833

2. SECURED PARTY

Name First Commercial Corporation  
Address 303 Second Street Annapolis, MD, 21403

RECORD FEE 12.00  
POSTAGE .50  
323076 077 R01 T14:59  
JUL 7 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following type (or items) of property: (list)

1986 Dong Son Venus, Venus 46 Cutter/Ketch, LOA46', Beam 13'6", Fiberglass, Hull # DSV001120186, with 1986 Perkins, H.P. 62, diesel engine; serial # NAP466851133

ASSIGNEE:  
Society for Savings  
1290 Silas Deane Hwy  
Wethersfield, CT 06109

Kept: Shady Side, MD

CHECK  THE LINES WHICH APPLY

- 6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Edward C. Walter, Jr.  
(Signature of Debtor)

Edward C. Walter, Jr.  
Type or Print Above Name on Above Line

Jane M. Walter  
(Signature of Debtor)  
Jane M. Walter  
Type or Print Above Signature on Above Line

First Commercial Corp.  
(Signature of Secured Party)  
David B. Lunn  
Type or Print Above Signature on Above Line

1750

Anne Arant  
6/8/87

BOOK 514 FILE 251

268101

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3. Maturity date (if any)

1. Debtor(s) (Last Name First) and address(es)

Wilson, John Jr., & Diane S.  
4401 Mountain Rd.  
Pasadena, MD 21122

2. Secured Party(ies) and address(es)

IR SYNTHETIC CREDIT CORP.  
c/o Integrated Resources, Inc.  
666 Third Avenue  
New York, New York 10017

For Filing Officer (Date, Time  
Number, and Filing Office)

RECORD FEE 12.00  
823006-077 RM T14:42  
JUL 7 87

4. This financing statement covers the following type(s) of property

Debtor's limited partnership interest in Synthetic Industries L.P., a Delaware limited partnership, including all of Debtor's rights and interests in said partnership and any successor partnership under the partnership agreement relating thereto, including but not limited to, the right to receive any distributions therefrom.

5. Assignee(s) of Secured Party and Address(es)

Not Subject to recordation tax

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:

Check  if covered:  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented

By John Wilson Jr. John Wilson Jr. IR SYNTHETIC CREDIT CORP.  
 By Diane S. Wilson Diane S. Wilson By Diane S. Wilson ATTY IN CT  
Signature(s) of Debtor(s) Title Signature(s) of Secured Party(ies) Title

514 282

208462

### FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 10,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk, Circuit Court for Anne Arundel County

RECORD FEE 11.00  
 RECORD TAX 70.00  
 POSTAGE .50  
 TOTAL \$81.50  
 JUL 7 1987

5. Debtor(s) Name(s) Paul J. Young-Hyman, M.D. Address(es) 325 Hospital Drive, Suite 105  
Glen Burnie, Maryland 21061

6. Secured Party Equitable Bank, National Association Address 100 S. Charles Street  
Baltimore, Maryland 21201  
 Attention B. Miller

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:
- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
  - B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
  - C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
  - E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are:

Debtors: Paul J. Young-Hyman, M.D. (Seal) \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

Mr. Clerk Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above

11-7050

EQUITABLE BANK, N.A.  
 LOAN DOCUMENTATION CENTER  
 100 S. CHARLES ST. 3rd FL.  
 BALTIMORE, MARYLAND 21201

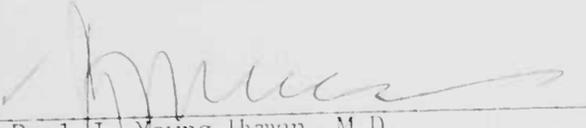
SCHEDULE A

514 263

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association and Paul J. Young-Hyman, M.D.

Section F Continued:

- (1) IBM PC Serial #7309569
- (1) IBM Printer Serial #0076773
- (1) IBM Monitor Serial #4001987

  
Paul J. Young-Hyman, M.D.

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 3rd FL.  
BALTIMORE, MARYLAND 21201

STATE OF MARYLAND

514 FILE 204

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 244786

RECORDED IN LIBER 455 FOLIO 307 ON 10/27/ 82 (DATE)

1. DEBTOR

Name James H. Fraley DBA J.H. Fraley Contracting Co.

Address 6031 Ritchie Hwy. Baltimore, MD 21225

2. SECURED PARTY

Name J I Case Credit Corp.

Address 290 Elwood Davis Rd. Liverpool, NY 13088

5790 Widewaters Pkwy. Dewitt, NY 13214

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

10.00  
.50  
3008 0777 001 114:50  
JUL 7 87

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> XX (Indicate whether amendment, termination, etc.)</p> <p>Termination</p>
<p style="text-align: center;"><del>Baltimore</del> 4430 Anne Arundel</p>	

CK

1580

Dated May 7, 1987

J I Case Credit Corp.  
(Signature of Secured Party)

*[Signature]*  
Fin. Mgr.  
Type or Print Above Name on Above Line

BOOK 514 FILE 205

208173

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 4. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  
Zadoretsky, Peter  
Zadoretsky, Bonnie L.  
3121 Anchorage Drive  
Annapolis, MD 21403

2. Secured Party(ies) and address(es)  
Security Marine Creditcorp, Inc.  
17 Hanover Road  
P.O. Box 320  
Florham Park, NJ 07932-0320

For Filing Officer (Date, Time, Number, and Filing Office):

RECORD FEE 12.00  
POSTAGE .50  
RECORDED 6345 601 110:27  
JUL 8 87  
OK

4. This financing statement covers the following types (or items) of property:  
One (1) 1981 Tartan 37' Sailboat, Hull # TAR37342M81I,  
Beam 11'9", Official # 641034, with diesel 40 H.P.  
Westerbeke 50 engine # 658C103, including but not limited  
to all equipment and accessories now or hereafter acquired.

5. Assignee(s) of Secured Party and Address(es)

Not subject to recordation tax. A lien or mortgge is not being recorded on the debtor in Maryland.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: County of Anne Arundel

Security Marine Creditcorp, Inc.

Peter Zadoretsky

By: Bonnie L. Zadoretsky Debtor(s)

By: [Signature] Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

1250

FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

Table with 2 columns: 1. DEBTOR(S) and Address(es): (last name first) and 2. SECURED PARTY. Includes addresses for A. J. Miller's Appliance, Inc. and THE ZAMOJSKI CO.

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

RECORD FEE 11.00
POSTAGE .50
APR 23 0345 AM 110428
ML 8 87
OK

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

SECURED PARTY:

A. J. Miller's Appliance, Inc.
(Type Name)

THE ZAMOJSKI CO.

By: [Signature] (SEAL)

By: [Signature]

By: \_\_\_\_\_ (SEAL)

(Date Signed by Debtor) 19 \_\_\_\_

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any. MD, VA, DC, PA - Inventory

1150

FILING OFFICER: PLEASE DO NOT PHOTOCOPY THIS REVERSE SIDE  
Terms and Conditions of Security Agreement

514 11-20-77

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the Inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations. Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

**FINANCING STATEMENT**  
 \*\*\*\*\*

268476

BOOK 514 PAGE 268

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE.

1. Filing Date:  
(For Filing Officer)

2. Maturity Date:

3. NAME AND ADDRESS OF DEBTOR:

HSR Corp.  
900 East Church Street  
Brooklyn, Maryland 21225

4. NAME AND ADDRESS OF SECURED PARTY:

See \* Below.

RECORD FEE 11.00  
 NOTARY TAX 59.50  
 CHARGE .50

5. This Financing Statement covers the following types (items) of Collateral.

- Four standard bingo boards, one king size bingo board, one bingo blower and console, eight 19" monitors, two cameras and close circuit television systems, one PA system and speakers all of which are located at HSR Corp., t/a Forty Niners Bingo, 900 East Church Street, Brooklyn, Anne Arundel County, Maryland, including all proceeds therefrom and any after acquired property replacing any of the specified collateral.
- One license for the operation of a bingo hall at 900 E. Church Street, Brooklyn, Maryland or any other substitute location in Anne Arundel County, Maryland.
- All leasehold improvements which are the property of the debtor or any of tenant at 900 E. Church Street, Brooklyn, Maryland, Anne Arundel County.
- Six Hundred shares of common stock of HSR Corp., a Maryland corporation located in Anne Arundel County, Maryland, and any and all additional shares of common stock of said company of which the debtor may from time to time become record owner and all additional shares of common stock of said company of which the debtor may from time to time become record owner in all cash and non-cash proceeds of the foregoing.

APR 8 87  
 CK

HSR CORP.

By: Alan Berger Pres.  
 Signature of Debtor

By: Howard Snyder  
 Howard Snyder

By: Robert Snyder  
 Robert Snyder

By: Seymour Ingerman  
 Seymour Ingerman

By: Herman Ingerman  
 Herman Ingerman

- Signatures of Secured Party
- \* 1. Howard Snyder  
2808 Grasty Road  
Baltimore, Maryland 21208
  - 2. Robert Snyder  
3722 Brenbrook Drive  
Randallstown, Maryland 21133
  - 3. Seymour Ingerman  
191 Presidential Boulevard  
Bala Cyndyd, Pennsylvania 19004
  - 4. Herman Ingerman  
2050 South 17th Street  
Philadelphia, Pennsylvania

Return to:  
David Rodman Cohan, Esquire  
David Rodman Cohan, P.C.  
Suite 1230 Sun Life Bldg.  
Baltimore, MD 21201

1100  
 5950 50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 208-177 P.O.D. 514 File No. 200

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ABC Appliance Sales & Service, Inc.
Address 6 Mayo Road Edgewater, Maryland 21037

RECORD FEE 11.00
POSTAGE .50
RECEIVED COM #01 110456
JUL 8 87
OK

2. SECURED PARTY

Name KITCHENAID, INC.

Address 701 Main Street
St. Joseph, MI 49085-1392

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All of dealer's inventory of goods and equipment made or sold by KitchenAid now owned or hereafter acquired, wherever located, including all returns, repossessions and parts, and all chattel paper, instruments, documents, accounts, general intangibles, contract rights and security agreements (resulting from the sale of said inventory or equipment), and all cash and non-cash proceeds of any of the foregoing.

Name and address of Assignee

CHECK [X] THE LINES WHICH APPLY

5. [ ] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[ ] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[X] (Proceeds of collateral are also covered)

[ ] (Products of collateral are also covered)

[Signature of Debtor]

Joyce F. Lowman
Type or Print Above Name on Above Line

[Signature of Debtor]

Type or Print Above Signature on Above Line

KITCHENAID, INC.

[Signature of Secured Party]

GARY L. YOUNGERMAN Credit Manager
Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT

FORM UCC-1

208-173

Identifying File No.

514 (1) 270

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 4-29-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WESTINGHOUSE ELECTRIC CORP.
Address M.A.C. Bldg., 314 S. Hammonds Ferry Rd., Glen Burnie, MD 21061

2. SECURED PARTY

Name PHOENIX LEASING INCORPORATED
Address P. O. Box 2008, San Rafael, CA 94912-2008
MCCORD COMPANY, 1915 "I" Street, Sacramento, CA 95814
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00
RECORDED BY 711-03
JUL 9 1987
ck

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Various equipment including but not limited to that equipment more specifically described on Schedule A attached hereto, leased by Lessor to Lessee under Lease dated 5-1-87; said Lease and all rentals and other sums due thereunder; all proceeds including insurance and general intangibles related thereto.
PLI#10001
Fund: 184
Inv. Amt.: \$121,482.00

Name and address of Assignee
PHOENIX LEASING INCOME FUND VII
P. O. Box 2008
San Rafael, CA 94912-2008

"TRUE LEASE:

: LEASE NOT SUBJECT TO RECORDATION TAX:
CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

SEE EXECUTED COPY OF LEASE ATTACHED.

COUNTY OF ANN ARUNDEL, MD

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Alexe Pisan

(Signature of Secured Party)

PHOENIX LEASING INCOME FUND VII

BY: PHOENIX LEASING INCORPORATED

Type or Print Above Signature on Above Line

LEASE NUMBER

10001



Six-Month Rental  
Quote#11-013

PHOENIX LEASING

1891 Francisco Boulevard, San Rafael, CA 94901-5527, (415) 485-4500. Mailing Address: P.O. Box 2008, San Rafael, CA 94912-2008

EQUIPMENT LEASE

BILL TO:  
(LESSEE) Westinghouse Electric Corporation  
STREET P.O. Box 392 MAIL STOP #4950  
CITY Baltimore STATE MD COUNTY Ann Arundel  
ATTENTION Accounts Payable ZIP 21203  
TELEPHONE ( ) EXT. \_\_\_\_\_  
VENDOR: Aries Technology SALESMAN Michael Shannon  
ADDRESS: Lowell, Mass. 01854

SHIP TO:  
EQUIPMENT LOCATION Westinghouse Electric Corp.  
STREET W. EAST Bldg., 314 S. HAMMONDS PARKWAY Rd.  
CITY Glen Burnie STATE MD COUNTY Ann Arundel  
ATTENTION R. Clanton OR EDDA MAE ZIP 21061  
TELEPHONE ( 301 ) 765-4135 EXT. \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

QTY.	MFR.	MODEL #	DESCRIPTION	SERIAL #	TOTAL MONTHLY LEASE AMOUNT	TOTAL PURCHASE PRICE	
2	Aries	AT1200	ConceptStation Expansion	See Attached Copies of Packing Lists.	4,125.00		
4	Aries	AT4000	60 Mb Disk		756.00		
2	Aries	AT5100-N	I/O Card		40.00		
2	Aries	AT5200-N	Ethernet Kit		222.00		
2	Aries	6800-A-N	Video Hardcopy Unit		906.00		
2	Aries	AT3100-003-N	3 Mb RAM Card		200.00		
2	Aries	AT8600	FE2000 Package		278.00		
2	Aries	AT8200	IGES Pre and Post Processor		222.00		
						Purchase Price: \$121,482.00	
COMMITMENT FEE REQUIREMENT. AN AMOUNT EQUAL TO FIRST AND LAST PERIOD'S LEASE AMOUNT, PLUS APPLICABLE TAXES, MUST ACCOMPANY THIS OFFER. UPON ACCEPTANCE, THIS AMOUNT SHALL NOT BE REFUNDED BUT SHALL BE APPLIED TO THE FIRST AND LAST PERIOD'S RENT.					TOTAL AMOUNT (DOES NOT INCLUDE APPLICABLE SALES TAX)	\$6,749.00	

RENT COMMENCEMENT DATE 5/1/87 LEASE TERM 6 MONTHS CUSTOMER P.O. NO. 86JHHV29071  
SALES / USE TAX \$ 0 IF TAX EXEMPT - EXEMPTION CERTIFICATE NO. Maryland 001

TERMS AND CONDITIONS OF LEASE

Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the personal property described below (herein called "Equipment") upon the following terms and conditions:  
1. **TERM OF AGREEMENT.** The term of this lease commences upon the date which Lessee receives and accepts the Equipment. Rental payments shall commence on the "Rent Commencement Date" as provided in Section 7 herein. The term ends upon the expiration of the number of months in the "Initial Term," as shown (in this Agreement) after the Rent Commencement Date.  
2. **NON-CANCELLABLE LEASE.** This lease cannot be cancelled or terminated except as expressly provided herein.  
3. **LESSOR TERMINATION.** If, within ninety (90) days after the Equipment Lease date, Equipment has not been delivered to Lessee and accepted by Lessee as provided in Section 7 hereof, Lessor may,

at its option, terminate this lease and its obligations hereunder at any time after the expiration of such ninety (90) days.  
4. **NO WARRANTIES BY LESSOR.** (a) Lessee has selected both (i) the Equipment and (ii) the above named supplier (herein called "Vendor") from whom Lessor is to purchase the Equipment. LESSOR MAKES NO WARRANTY EXPRESS OR IMPLIED AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, AND AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS." (b) If the Equipment is not properly installed, does not operate as represented or warranted by Vendor or is unsatisfactory for any reason, Lessee shall make any claim on account thereof solely against Vendor and shall, nevertheless, pay Lessor all rent payable under this lease. Lessee hereby waiving any such claims as

SEE REVERSE SIDE AND RIDER (S) # Addendum A FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE.  
Rider No. 1

PHOENIX LEASING INCORPORATED

LESSOR

BY

AUTHORIZED SIGNATURE

TITLE

Alice Pison  
Director, Admin. 5/21/87

LEASE ORIGINAL

WESTINGHOUSE ELECTRIC CORPORATION

LESSEE

BY

AUTHORIZED SIGNATURE

J. A. Pickett, Mgr., Computer Systems Acquis.

TITLE

3/31/87

268479

BOOK 514 PAGE 272

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

<p>1. Debtor(s) Name and Mailing Address: (Do not abbreviate) Credit Collection Bureau Corporation as Lessee 700 Evelyn Avenue Linthicum, Maryland 21090</p>	<p>2. Secured Party(ies) Name and Address: JDS Vendor Services, Inc. as Lessor 266 N. Franklin Street Suite 3 Hempstead, New York 11550</p>	<p>3. For Filing Officers: (Date, Time, Number and Filing Office)  RECORD FEE 11.00 #23310 0345 R01 T11-04 JUL 8 87 OK</p>
<p>4. This Financing Statement covers the following types (or items) of property. (WARNING: If collateral is crops, fixtures, timber or minerals, read instructions on back.) (1) TBS Model 850 Call Management System with (1) Model 200 Computer (1) Magnetic Tape Drive (1) TI Model 820 Printer "Lessee is not subject to recordation tax"</p>		<p>5. Name and Address of Assignee of Secured Party: (Use this space to describe collateral, if needed) Ensign Bank 320 West 57th Street NY, NY 10019</p>

THE REFERENCED EQUIPMENT IS ON LEASE TO THE LESSEE. THIS FILING IS FOR INFORMATIONAL PURPOSES ONLY.

Check only if applicable

This Financing Statement is to be filed for record in the real estate records.      Number of additional sheets presented \_\_\_\_\_  
 Products of collateral are also covered.

6. This Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral  
(Please check appropriate box)  already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or  
 already subject to a financing statement filed in another county  
 which is proceeds of the original collateral described above in which a security interest was perfected, or  
 as to which the filing has lapsed, or  
 acquired after a change of name, identity or corporate structure of the debtor.

Credit Collection Bureau Corporation      JDS Vendor Services, Inc.  
Use whichever signature line is applicable

By *[Signature]*      By *[Signature]*  
Signature(s) of Debtor(s)      Signature(s) of Secured Party(ies)

(1) Filing Officer Copy — Numerical

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

208100 514 273 Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name LINTON, Thomas S.
Address 317 Tucker Street, Annapolis, MD 21401

2. SECURED PARTY

Name CHELSEA GROTON SAVINGS BANK
Address 1 Franklin Square
Norwich, CT 06360

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1987 Condor 40' Hull #DOM40006D787
Engine Yamaha Serial #781031 9.9 HP

Name and address of Assignee

Includes all electronics & appurtenances

NOT SUBJECT TO RECORDATION TAX

CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Thomas S. Linton
(Signature of Debtor)

Thomas S. Linton
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Nancy R. Stroud
(Signature of Secured Party)

Nancy R. Stroud
Type or Print Above Signature on Above Line

11

11.00
JUL 8 87
CK

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 208101 Identifying File No. 514-274

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name McMAHON, William J., Jr.  
Address 622 Arleigh Road, Severna Park, MD 21146

2. SECURED PARTY

Name CHELSEA GROTON SAVINGS BANK  
Address 1 Franklin Square  
Norwich, CT 06360

RECORD FEE 11.00  
208106 0345 201 711:00  
JUL 8 87  
CK

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1987 HarborCraft HC 187CC 18'7"  
Hull #HBQ00508A687  
Engine Yamaha Serial #6G4UL-752287 150 HP  
Including all electronics & appurtenances

Name and address of Assignee

NOT SUBJECT TO RECORDATION TAX

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

William J. McMahon, Jr.  
(Signature of Debtor)

William J. McMahon, Jr.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Nancy R. Stroud  
(Signature of Secured Party)

Nancy R. Stroud  
Type or Print Above Signature on Above Line

11

STATE OF MARYLAND

FINANCING STATEMENT

FORM UCC-1

288482

Identifying File No.

514 275

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Carey, Lawrence & Barbara
Address 247 Meadow Road, Pasadena, MD 21122

2. SECURED PARTY

Name Custom Htg & A/C
Address 1232 Old Dorsex Rd., Harmans, MD 21077
Lennox Conv. Purchase Plan, PO Box 547, Carroll, IA 51401
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

G12Q3E82 Furnace; HS19311B A/C; C1631FF Coil
The above goods are to become fixtures on:

Lots 17 & 18, Block UU, Riveria Beach Subdivision

RECORD FEE 12.00
POSTAGE .50
M23107 CR45 R01 T11#01
JUL 8 97
OK

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

SEE ABOVE

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Lawrence Carey
(Signature of Debtor)
Lawrence Carey
Type or Print Above Name on Above Line

Barbara Carey
(Signature of Debtor)
Barbara Carey
Type or Print Above Signature on Above Line

Louis J. Jones Secretary-Treasurer
(Signature of Secured Party)
Custom Heating & A/C
Type or Print Above Signature on Above Line

1250

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

268153 Identifying File No. 514 REC 278

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

410

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SMS Leasing, Inc.

Address 1501 Farm Credit Drive, MacLean, VA 22102

2. SECURED PARTY

Name Old Stone Bank, A Federal Savings Bank

Address One Old Stone Square, Providence, RI 20903

ATTN: Specialized Lending

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 17.00  
POSTAGE .50  
JUL 9 87  
OK

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit A attached hereto and incorporated herein by reference

Name and address of Assignee

FOR FILING WITH: Anne Rundel County Clerk's Office, Maryland

NOT SUBJECT TO RECORDATION TAX

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

#1740760-9001

SMS Leasing, Inc.  
(Signature of Debtor)

By \_\_\_\_\_  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Old Stone Bank, A Federal Savings Bank  
(Signature of Secured Party)

BY Mary C. Ferreira, Officer  
Type or Print Above Signature on Above Line

1750

514-277

EXHIBIT A

DEBTOR: SMS Leasing, Inc.  
1501 Farm Credit Drive  
MacLean, VA 22102

SECURED PARTY: Old Stone Bank, A Federal  
Savings Bank  
One Old Stone Square  
Providence, RI 02903  
ATTN: Specialized Lending

All of Debtor's right, title and interest in and to: (i) the equipment described in Exhibit B attached hereto, whether now owned or hereafter acquired, and any replacements thereof and accessions thereto; (ii) the contract no. MDA904-86-C-8287 issued by the Maryland Procurement Office to Convex Computer Corporation dated September 8, 1986, and all renewals, modifications, schedules and extensions thereto (the "Lease"); (iii) all amounts payable by the Maryland Procurement Office under the Lease, including late charges and penalties, and all payments made by the Maryland Procurement Office in the exercise of any purchase option contained in the Lease, but excluding maintenance fees; (iv) the documents described in Exhibit C attached hereto, and all amendments thereto; (v) all collateral granted to Debtor to secure obligations to Debtor under the Lease; and (vi) all proceeds of any of the foregoing in whatever form received, whether cash or noncash proceeds.

## EXHIBIT B

800 514 MAR 278

## EQUIPMENT LIST

Qty	Model No.	Description
1	C1-6440-25	C-1 System Package 2/64MByte Memory which includes: 1 C-1 CPU w/64MBytes ECC Memory 1 Video Console w/Hardcopy 1 Service Processor Unit 1 Input/Output Processor 1 Multibus Subsystem (split) 2 Multibus Control Units 3 DC Power Supplies 2 414 MByte Winchester Disks 1 Disk Controller 1 6250/1600 bpi Tape Drive 1 Mag Tape Controller 2 16-Line Async Comm Controllers 1 CONVEX UNIX License for 32 Users 1 CCC-001 CONVEX C Compiler 1 EMA-001 EMACS EDITOR 1 Set of Documentation
1	CLS-001	Substitute High Perf Tape Subsystem Replaces Medium Perf Tape Subsystem Subsystem includes: Cables, Power Controller & Cabinet
1	MTD-002	High Perf Add-On Tape Drive
1	DSS-001	Disk Sub-System Includes: 414 MByte Disk, Split Multibus Chassis, Cabinet AC PWR Controller
2	DKD-101	414 MByte Disk w/ Controller
1	DKD-001	414 MByte Add-On Disk Drive
1	PRT-101	600 lpm Printer/Plotter w/Controller
1	IOP-001	Input/Output Processor
1	CFT-001	CONVEX FORTRAN Compiler w/documentation
1	CSD-001	CONVEX "CSD" Software Package Includes: Runtime Profiling, Symbolic Debugger, Documentation

LOCATION:  
OPS Building #1  
9800 Savage Road  
South Loading Dock  
Fort George G. Meade, MD 20755-6000  
ATTN: Ed Gibson

EXHIBIT C

514 279

MANUFACTURER ASSIGNMENT DOCUMENTS

That certain Master Purchase Agreement dated June 30, 1986, by and between SMS Leasing, Inc. and Convex Computer Corporation, together with Schedule 1 thereto.

288577

514 INC 280

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name N. Greenwald, Inc.

Address 2411 Crofton Lane 22B Crofton, MD 21114

2. SECURED PARTY

Name Baldwin Service Center, Inc.

Address Defense Hwy. 450 & 178 Annapolis, MD 21401

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

N. Greenwald, Inc.

See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation

(Signature of Secured Party)

Philip D. Cooper Sr. V.P.  
Type or Print Above Signature on Above Line

RECORD FEE 17.00  
POSTAGE .50  
REGISTERED MAIL 711\*16  
JUL 9 87  
CK

1750

CONDITIONAL SALE CONTRACT NOTE

TO: Baldwin Service Center, Inc. (Seller) FROM: N. Greenwald, Inc. (Buyer)
Defense Hwy. 450 & 178 Annapolis, MD 21401 2411 Crofton Lane 22B Crofton, MD 21114

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) New Dresser Model TD7-E Crawler Tractor ROPS Canopy, 6 way Hydraulic Blade S/N 10630

(1) TIME SALES PRICE \$ 49,483.84
(2) Less DOWN PAYMENT IN CASH \$ -0-
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ 22,000.00
(4) CONTRACT PRICE (Time Balance) \$ 27,483.84

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 2411 Crofton Lane 22B Crofton, MD 21114

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Twenty seven thousand four hundred eighty three and 84/100\*\*\*\*\* Dollars (\$ 27,483.84)

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 10th day of July, 19 87, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 572.58 and the final installment being in the amount of \$ 572.58

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: June 8, 19 87

BUYER(S)-MAKERS(S):

Accepted Baldwin Service Center, Inc. (SEAL)

N. Greenwald, Inc. (SEAL)

By: Shada L. Calderon, Pres.

By: J. W. Greenwald, Jr. Co-Buyer-Maker:

Witness as to Buyer's and Co-Maker's Signature

(SEAL)

Witness as to Buyer's and Co-Maker's Signature

By:

This instrument prepared by



ASSIGNMENT

BOOK 514 PAGE 283

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and to Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage therein called "contract" dated June 9, 1987

between \_\_\_\_\_ as Seller, Lessor, Mortgagee and \_\_\_\_\_ (Name) \_\_\_\_\_ (Address)

as Buyer, Lessee, Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given, it reserves a valid, free and clear title or lease or first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unamortized installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ \_\_\_\_\_

IN WITNESS WHEREOF, we have hereunto set our hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 1987

\_\_\_\_\_  
B. *Shadav K. Kaddour, Pres.*

All corporations, partnerships, trusts, estates, associations, firms, individuals, and other persons who execute this instrument must sign their true names and have one or more partners sign.

CA 15A

268481

BOOK 514 FILE 284

This FINANCING STATEMENT is presented to a filing office.

Commercial Code: 60 | 3. Maturity date (if any): 0399140-000

1. Debtor(s) (Last Name First) and address(es)  
Jeffs Auto Parts Inc  
5852 Fort Smallwood Rd  
Baltimore MD 21206

2. Secured Party pursuant to the Uniform  
TSC Leasing Corporation  
444 Earhart Way  
Livermore, CA 94550

For Filing Officer (Date, Time, Number and Filing Office)

RECORD FEE 11.00  
POSTAGE .50

ACT 122 CHS 901 111:16  
JUL 8 87

4. This financing statement covers the following types (or items) of property:

This financing statement covers the following described equipment

① ~~DAZU B UHARS 3VDS HCUUMTIC HSPN PH~~  
~~US Bank Inc ADTTS AR 11/11/87~~

together with all replacements, additions, accessories and parts now or hereafter affixed to or used in connection with said equipment, together with all proceeds, including insurance proceeds.

The transaction out of which this filing arises is a true lease between Secured Party/Lessor and Debtor/Lessee, and this filing is being made for precautionary purposes only should an unwarranted assertion be made that said transaction was intended as a financing transaction or other transaction.

**THIS LEASE IS NOT SUBJECT TO RECORDATION TAX"**

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

Jeffs Auto Parts, Inc.

TSC Leasing Corporation

By:

Signature(s) of Debtor(s)

By:

Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical 11/50

268508

514 PAGE 255

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated Intended As Security is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR - Lessee

Name W B P Management Corp.  
Address 1651 MD. RT. 3 North, Gambrills, MD 21054

2. SECURED PARTY - Lessor

Name Nelco Corporation  
Address P. O. Box 537, Laurel, MD 20707  
Return To: FCA, P.O. Box 508, Balto., Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 Model C121H-W-P Ice-O-Matic Ice Machine  
Serial Number A715-00146W
- 1 Model 901P Follett Ice Bin  
Serial Number 3716

FILED FEE 11.00  
POSTAGE .50  
JUL 26 1987 11:21  
JUL 8 87  
K

ASSIGNEE OF SECURED PARTY:  
The Finance Company of America  
7 N. Calveff St., Balto., Md. 21202

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

1150

W B P Management Corp.  
(Corporate or Trade Name)

Michael J. Walsh, President  
(Signature of Debtor)

Type or Print Signature

(Signature of Debtor)

Type or Print Signature

NELCO CORPORATION

Howard E. Nelson, Pres.  
(Signature of Secured Party)

Howard E. Nelson

Type or Print Above Signature on Above Line

STATE OF MARYLAND  
 FINANCING STATEMENT FORM UCC-1 Identifying File No. #4937

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____	If this statement is to be recorded in land records check here. <input type="checkbox"/>
--	--

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jim Cronk Sales Company  
 Address 1826 Manor Green Court, Annapolis, Maryland 21401

2. SECURED PARTY

Name National Surety Leasing, Inc.  
 Address 672 Greenbriar Lane, Annapolis, Maryland 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) July 8, 1990
4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

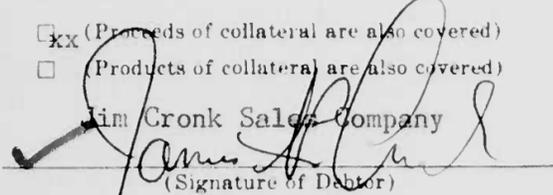
One- Trillium Panther Model 1032 Telephone System, with  
 One KSU Unit, (3) Telephones, (1) Surge Suppressor and (1) Power  
 Failure Jack. Serial Number 870100106A

CONDITIONAL SALES CONTRACT

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Jim Cronk Sales Company  
  
 (Signature of Debtor)

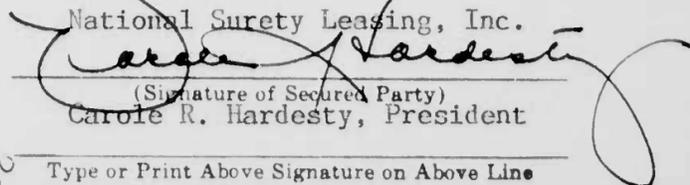
James A. Cronk, Owner

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

National Surety Leasing, Inc.

  
 (Signature of Secured Party)

Carole R. Hardesty, President

Type or Print Above Signature on Above Line

11.00  
 .50  
 11.50  
 JUL 8 87

11/50

514 287

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 248302

RECORDED IN LIBER \_\_\_\_\_ FOLIO \_\_\_\_\_ ON \_\_\_\_\_ (DATE)

1. DEBTOR

Name Clifton H. Wayson  
Address 1555 Governors Bridge Road, Davidsonville, MD 21035

2. SECURED PARTY

Name John Deere Company  
Address PO Box 4949, Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

SEARCH FEE 10.00  
NOTARIAL .50  
JUL 8 1987  
CK

JOHN DEERE COMPANY

Dated June 11, 1987

[Signature]  
(Signature of Secured Party)  
S.C. Sinn  
Type or Print Above Name on Above Line

1650

268486

BOOK 514 PAGE 238

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor and social security or IRS emp. ID number and Address <b>BILL'S TV SERVICE</b> <b>MARTIN W SUTTON</b> <b>412 CEDAR HILL RD</b> <b>BALTIMORE, MD 21225</b>	Secured Party and Address <b>SENCORE INC</b> <b>3200 SENCORE DRIVE</b> <b>SIOUX FALLS, SD 57107</b>	Maturity Date (Optional)
This financing statement covers the following types for items of property <b>SENCORE ELECTRONIC TEST EQUIPMENT. MODEL NUMBERS</b> <b>1 SC61</b>  <p style="text-align: center;">" not subject to recordation taxes "</p> <small>Describe real estate. (If collateral is crops) The above described crops are growing or are to be grown on, OR (If collateral is goods which are or are to become fixtures) The above goods are affixed or to be affixed to</small>		For Filing Officer (Date, Time, Number, and Filing Office). Assignee of secured party <p style="text-align: right;">RECORDING FEE 12.00          H23129 C345 R01 T11-24          JUL 9 87          CK</p>
Check (X) if covered <input type="checkbox"/> Proceeds of collateral are also covered <input type="checkbox"/> Products of collateral are also covered <input type="checkbox"/>		Number of additional sheets, if any

BILL'S TV SERVICE  
 By Martin W Sutton  
 Signature of Debtor

SENCORE INC  
 By [Signature]  
 Signature of Secured Party

Approved by: Secretary of State, State of South Dakota

Form SDS UCC 310 07/80

UCC 1 - SOUTH DAKOTA UNIFORM COMMERCIAL CODE  
 (FILING OFFICER COPY - ALPHABETICAL)

NOT SUBJECT TO RECORDATION TAX STATE OF MARYLAND CONDITIONAL SALES CONTRACT

FINANCING STATEMENT FORM UCC-1

268-187

Identifying File No. 514-280

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ None

If this statement is to be recorded in land records check here.

This financing statement Dated March 27, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name George L. Hood

Address Box 437 Waugh Chapel Rd. Odenton, MD 21113

2. SECURED PARTY

Name Washington Freightliner, Inc.

Address 201 Ritchie Rd. Capitol Heights, MD 20743

Assigned to: ITT Commercial Finance Corp. 1035 Boyce Rd. Pittsburgh, PA 15241

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One (1) Western Star 1987 Model 4964-2 with 15' steel R & S Dump Body

Name and address of Assignee

RECORD FEE 11.00  
POSTAGE .50  
WESTVA (345) 801 711-30  
JUL 8 87  
CK

THIS STATEMENT IS SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

George L. Hood  
(Signature of Debtor)

George L. Hood  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

William O. Fenwick  
(Signature of Secured Party)

William O. Fenwick  
Type or Print Above Signature on Above Line

11.50

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Anne Arundel County

514 200  
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HEB Equipment Co., Inc.  
Address 449 N. Potomac Street, Hagerstown, MD 21740  
\*ADDITIONAL LOCATION OF COLLATERAL

2. SECURED PARTY

Name Kidde Credit Corporation  
Address 30 Washington Center  
Hagerstown, MD 21740

RECORD FEE 11.00  
POSTAGE .50  
JUL 8 87

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- (a) Two (2) Hi-Binder 6025, Self-Propelled, Scissor Type Platform Lifts, S/N's 780597 and 790595 together with all existing and future replacements thereof, and repairs placed thereon; and
- (b) All cash and non-cash proceeds of the foregoing in (a) above, including, but not limited to, proceeds of any insurance covering any of the foregoing.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

\*ADDITIONAL LOCATION OF COLLATERAL:  
809-J Barkwood Court  
Linthicum Heights, MD 21090

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

*[Signature]*  
(Signature of Debtor)

HEB EQUIPMENT CO., INC.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

*[Signature]*  
(Signature of Secured Party)

KIDDE CREDIT CORPORATION  
Type or Print Above Signature on Above Line

11-50

268-189

BOOK 514 PAGE 291

FINANCING STATEMENT

TO BE RECORDED AMONG THE  
FINANCING STATEMENT RECORDS OF:

- (a) the Maryland State Department  
of Assessments and Taxation  
(b) Carroll County, Maryland  
(c) Anne Arundel County, Maryland  
AND THE LAND RECORDS OF  
CARROLL COUNTY, MARYLAND

NOT SUBJECT TO  
RECORDATION TAX

RECORD FEE 22.00  
POSTAGE .50  
835779 0237 002 112:49  
JUL 9 87  
CK

This Financing Statement is presented to a Filing  
Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR HAWK RIDGE ASSOCIATES  
c/o Lowell R. Glazer  
7779 New York Lane  
Glen Burnie, Maryland 21061
2. NAME AND ADDRESS OF SECURED PARTY EASTERN SAVINGS BANK, fsb  
30 East Padonia Road  
Suite 303  
Timonium, Maryland 21093  
Attention: Mr. Richard M.  
Kovens,  
Senior Vice  
President

3. This Financing Statement covers the following  
types (or items) of property:

(a) The interest of the Debtor in all building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever now or hereafter located or contained in or upon or attached to, the real property located in Carroll County, Maryland, and more particularly described in Exhibit A attached hereto and made a part hereof, and the improvements thereon (such real property and improvements being herein referred to as the "Real Property"), or any part thereof, and used or useable in connection with any present or future use or operations of the Real Property, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, together with any and all alterations, additions, accessions and improvements thereto, substitutions therefor, and renewals and replacements thereof (collectively, the "Equipment Collateral"), and all Proceeds (hereinafter defined) thereof. The Real

Property is also described in a certain Deed of Trust dated June \_\_, 1987 (the "Closing Date") between the Debtor and Richard M. Kovens and Michael D. Surgen, Trustees (the "Deed of Trust"). The Debtor is or will be a record owner of the Real Property at the time the security interest described herein shall attach to the property described herein.

(b) The interest of the Debtor in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Real Property or the Equipment Collateral or any part thereof under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Real Property or the Equipment Collateral or any part thereof.

(c) The interest of the Debtor in any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or the Equipment Collateral or any portion thereof, or any of the other property described in this Financing Statement, or any portion thereof.

(d) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, earnings, income, general intangibles and other benefits of the Real Property or the Equipment Collateral, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto.

(e) All right, title and interest of the Debtor in and to, and remedies under, any and all leases and subleases of the Real Property or the Equipment Collateral or any part thereof, and of the other property described in this Financing Statement, or any part thereof, both now in existence or hereafter entered into, and all contract rights, accounts receivable and general intangibles growing out of or in connection with such leases and subleases, together with all Proceeds thereof; and including, without limitation, all cash or securities deposited thereunder

BOOK 514 PAGE 203

to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

(f) The interest of the Debtor in any escrow account created under and defined in the Loan Agreement (hereinafter defined).

(g) All right, title and interest the Debtor has or may hereafter acquire in or arising out of any contract of sale or option to purchase or similar agreement relating to all or any portion of the Real Property.

5. Proceeds of the collateral are also covered. As used in this Financing Statement, "Proceeds" means all proceeds and products within the meaning of the Maryland Uniform Commercial Code, and shall include the proceeds of any and all insurance policies.

6. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party (or for the benefit of the Secured Party) under and pursuant to the Deed of Trust and by the Debtor to the Secured Party under and pursuant to the Land Acquisition and Development Loan Agreement dated the Closing Date (the "Loan Agreement"), as security for the loan made by the Secured Party to the Debtor under and pursuant to the Loan Agreement.

Date: June 26, 1987

Debtor:  
HAWK RIDGE ASSOCIATES  
a Maryland general  
partnership

By: LOWAL CORPORATION,  
a Maryland corporation  
General Partner

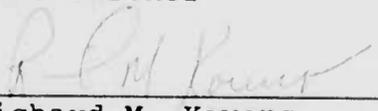
By: Lowell R. Glazer  
Lowell R. Glazer  
Vice President

Secured Party:  
EASTERN SAVINGS BANK, fsb

By: Richard M. Kovens  
Richard M. Kovens,  
Senior Vice President

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By: FAMILY MORTGAGE SERVICE CORPORATION NO. 2,  
a Maryland corporation  
General Partner

By:   
Richard M. Kovens  
Vice President

Filing Officer: Return to: Yaakov S. Neuberger, Esquire  
Abramoff, Neuberger, Linder &  
Redding  
9th Floor, Sun Life Building  
20 South Charles Street  
Baltimore, Maryland 21201

A1518

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SCHEDULE A - legal description

BEGINNING FOR THE SAME at a point in or near the center of Obrecht Road on the eleventh or North 76 degrees 07 minutes 30 seconds East 1015.25 foot line of Parcel "C" as described in a conveyance by R. Earl Carter and Linda V. Carter, his wife, unto Rymland Realty Co., Inc., by Deed dated June 5, 1970 and recorded among the Land Records of Carroll County in Liber 470, folio 310, 515.25 feet from the end thereof, thence leaving the said place of beginning and Obrecht Road, and running for a line of division now made, and intending to be the division line between the R-20,000 zoning and the R-10,000 zoning, through Parcel "C" and Parcel "D" of the said Carter to Rymland Realty conveyance; (1) South 21 degrees 03 minutes 30 seconds East 2232.41 feet to intersect the first or South 76 degrees 43 minutes 10 seconds West 482.72 foot line of Parcel "D" of the said Carter unto Rymland Realty conveyance, 159.15 feet from the end thereof, thence running with and binding on the remaining part of the first line; (2) South 76 degrees 43 minutes 10 seconds West 159.15 feet, thence continuing to run with and binding on the outline of the said Parcel "D" the following five courses: (3) South 77 degrees 11 minutes 35 seconds West 890.85 feet, thence; (4) North 12 degrees 53 minutes 58 seconds West 208.66 feet, thence; (5) North 45 degrees 19 minutes 20 seconds East 77.94 feet, thence; (6) North 12 degrees 50 minutes 13 seconds West 310.00 feet, thence; (7) North 29 degrees 40 minutes 00 seconds East 570.00 feet to the end of the sixth line of the said Parcel "D" and also being the end of the fifth line of said Parcel "C", thence running and binding reversely on the outline of said Parcel "C" the following seven courses: (8) North 07 degrees 19 minutes 16 seconds West 149.02 feet, thence; (9) North 25 degrees 27 minutes 00 seconds West 295.00 feet, thence; (10) North 54 degrees 27 minutes 00 seconds West 300.00 feet, thence; (11) North 13 degrees 57 minutes 15 seconds West 330.00 feet, thence; (12) North 76 degrees 02 minutes 45 seconds East 40.00 feet, thence; (13) North 13 degrees 57 minutes 15 seconds West 230.00 feet, thence; to the approximate center of said Obrecht Road, (14) North 76 degrees 07 minutes 30 seconds East 500.00 feet to the place of beginning. Containing 33.3771 acres of land, more or less.

208430

FINANCING STATEMENT

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TO BE RECORDED AMONG THE  
FINANCING STATEMENT RECORDS OF:  
(a) the Maryland State Department  
of Assessments and Taxation  
(b) Carroll County, Maryland  
(c) Anne Arundel County, Maryland  
AND THE LAND RECORDS OF  
CARROLL COUNTY, MARYLAND

NOT SUBJECT TO  
RECORDATION TAX

RECORD FEE 22.00  
POSTAGE 50  
435700 0237 R02 7:51  
JUL 8 '87  
OK

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR ALRICK ASSOCIATES  
c/o Lowell R. Glazer  
7779 New York Lane  
Glen Burnie, Maryland 21061
2. NAME AND ADDRESS OF SECURED PARTY EASTERN SAVINGS BANK, fsb  
30 East Padonia Road  
Suite 303  
Timonium, Maryland 21093  
Attention: Mr. Richard M.  
Kovens,  
Senior Vice  
President

3. This Financing Statement covers the following types (or items) of property:

(a) The interest of the Debtor in all building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever now or hereafter located or contained in or upon or attached to, the real property located in Carroll County, Maryland, and more particularly described in Exhibit A attached hereto and made a part hereof, and the improvements thereon (such real property and improvements being herein referred to as the "Real Property"), or any part thereof, and used or useable in connection with any present or future use or operations of the Real Property, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, together with any and all alterations, additions, accessions and improvements thereto, substitutions therefor, and renewals and replacements thereof (collectively, the "Equipment Collateral"), and all Proceeds (hereinafter defined) thereof. The Real

Property is also described in a certain Deed of Trust dated June \_\_, 1987 (the "Closing Date") between the Debtor and Richard M. Kovens and Michael D. Surgen, Trustees (the "Deed of Trust"). The Debtor is or will be a record owner of the Real Property at the time the security interest described herein shall attach to the property described herein.

(b) The interest of the Debtor in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Real Property or the Equipment Collateral or any part thereof under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Real Property or the Equipment Collateral or any part thereof.

(c) The interest of the Debtor in any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Real Property or the Equipment Collateral or any portion thereof, or any of the other property described in this Financing Statement, or any portion thereof.

(d) The interest of the Debtor in all of the rents, royalties, issues, profits, revenues, earnings, income, general intangibles and other benefits of the Real Property or the Equipment Collateral, or arising from the use or enjoyment of all or any portion thereof, or from any lease or agreement pertaining thereto.

(e) All right, title and interest of the Debtor in and to, and remedies under, any and all leases and subleases of the Real Property or the Equipment Collateral or any part thereof, and of the other property described in this Financing Statement, or any part thereof, both now in existence or hereafter entered into, and all contract rights, accounts receivable and general intangibles growing out of or in connection with such leases and subleases, together with all Proceeds thereof; and including, without limitation, all cash or securities deposited thereunder

to secure performance by the lessees of their obligations thereunder, whether such cash or securities are to be held until the expiration of the terms of such leases or are to be applied to one or more of the installments of rent coming due immediately prior to the expiration of such terms.

(f) The interest of the Debtor in any escrow account created under and defined in the Loan Agreement (hereinafter defined).

(g) All right, title and interest the Debtor has or may hereafter acquire in or arising out of any contract of sale or option to purchase or similar agreement relating to all or any portion of the Real Property.

5. Proceeds of the collateral are also covered. As used in this Financing Statement, "Proceeds" means all proceeds and products within the meaning of the Maryland Uniform Commercial Code, and shall include the proceeds of any and all insurance policies.

6. This Financing Statement gives notice of and perfects a security interest granted by the Debtor to the Secured Party (or for the benefit of the Secured Party) under and pursuant to the Deed of Trust and by the Debtor to the Secured Party under and pursuant to the Land Acquisition and Development Loan Agreement dated the Closing Date (the "Loan Agreement"), as security for the loan made by the Secured Party to the Debtor under and pursuant to the Loan Agreement.

Date: June 27, 1987

Debtor:  
ALRICK ASSOCIATES  
a Maryland general  
partnership

By: LOWAL CORPORATION,  
a Maryland corporation  
General Partner

By: Lowell R. Glazer  
Lowell R. Glazer  
Vice President

Secured Party:  
EASTERN SAVINGS BANK, fsb

By: Richard M. Kovens  
Richard M. Kovens,  
Senior Vice President

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By: FAMILY MORTGAGE SERVICE CORPORATION NO. 3,  
a Maryland corporation  
General Partner

By: *R. M. Kovens*  
Richard M. Kovens  
Vice President

Filing Officer: Return to: Yaakov S. Neuberger, Esquire  
Abramoff, Neuberger, Linder &  
Redding  
9th Floor, Sun Life Building  
20 South Charles Street  
Baltimore, Maryland 21201

A1518

514 300

SCHEDULE A - legal description

BEGINNING FOR THE SAME at a point in or near the center of Obrecht Road on the eleventh or North 76 degrees 07 minutes 30 seconds East 1015.25 foot line of Parcel "C" as described in a conveyance by R. Earl Carter and Linda V. Carter, his wife, unto Rymland Realty Co., Inc., by Deed dated June 5, 1970 and recorded among the Land Records of Carroll County in Liber 470, folio 310, 515.25 feet from the end thereof, thence running and binding on the said eleventh and with the said Obrecht Road; (1) North 76 degrees 07 minutes 30 seconds East 515.25 feet, thence continuing with the said outline of Parcel "C" and the said Obrecht Road; (2) South 84 degrees 23 minutes 26 seconds East 313.53 feet to the beginning of Parcel "B" of the said Carter to Rymland Realty conveyance, thence running and binding on the outline of said Parcel "B", and also continuing with Obrecht Road the two following courses: (3) South 84 degrees 22 minutes 34 seconds East 761.08 feet, thence; (4) South 17 degrees 12 minutes 01 second East 715.86 feet to the beginning point of Parcel "A" of the said Carter unto Rymland Realty conveyance, thence running with and binding on the said Parcel "A" outline, and still with Obrecht Road the two following courses: (5) South 47 degrees 30 minutes 12 seconds East 400.79 feet, thence; (6) South 43 degrees 22 minutes 49 seconds East 490.79 feet, thence leaving the said Obrecht Road; (7) South 80 degrees 31 minutes 07 seconds West 36.15 feet to the outline of a 5,016.5 square foot parcel that was conveyed by R. Earl Carter and Linda V. Carter, his wife, unto Alvin C. Howes and Shirley A. Howes, his wife, by Deed dated December 31, 1969, and recorded among the Land Records of Carroll County in Liber 465, folio 340, thence running with and binding reversely on a part of the second and first lines of the said Carter unto Howes conveyance, the two following courses: (8) North 43 degrees 22 minutes 49 seconds West 50.00 feet, thence; (9) South 69 degrees 32 minutes 01 second West 167.06 feet to intersect the outline of a conveyance by Rymland Realty Co., Inc. unto William J. Hunt, Jr. and Wilbert Stevens, by Deed dated December 4, 1979 and recorded among the Land Records of Carroll County in Liber 757, folio 1, thence running and binding on the outline of the said Rymland Realty unto Hunt conveyance the following six courses: (10) North 37 degrees 26 minutes 32 seconds West 226.33 feet, thence; (11) South 11 degrees 11 minutes 26 seconds East 295.00 feet, thence; (12) South 87 degrees 05 minutes 49 seconds West 172.85 feet, thence; (13) by a curved line to the right southwesterly 368.70 feet, having a radius of 325.00 feet, subtended by a chord South 44 degrees 35 minutes 49 seconds West 349.24 feet, thence; (14) South 77 degrees 05 minutes 49 seconds West 22.00 feet, thence; (15) South 12 degrees 53 minutes 51 seconds East 184.99 feet to intersect the fifth or South 77 degrees 05 minutes 49 seconds West 1133.92 foot line of the said Parcel "A" of the Carter to Rymland Realty conveyance, thence running and binding on the remainder of the said fifth line of Parcel "A"; (16) South 77 degrees 05 minutes 49 seconds West 607.37 feet to the beginning point of Parcel "D" of the said Carter to Rymland Realty conveyance, thence running with and binding on a part of the first line of the aforesaid Parcel "D"; (17) South 76 degrees 43 minutes 10 seconds West 323.57 feet, thence leaving the outline of the said Parcel "D" and running for a line of division now made and intending to be the division line between R-10,000 zoning and R-20,000 zoning of the said Carter unto Rymland Realty conveyance; (18) North 21 degrees 03 minutes 30 seconds West 2232.41 feet to the place of beginning. Containing 69.9977 acres of land, more or less.

208191

STATE OF MARYLAND

BOOK 514 PAGE 301

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name R & R Construction, Inc.

Address 549 Thimbleshoals Ct. Annapolis, MD 21401

2. SECURED PARTY

Name Baldwin Service Center, Inc.

Address Defense Hwy. 450 & 178 Annapolis, MD 21401

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 17.00  
POSTAGE .50  
#20155 0777 R01 113:17  
JUL 9 87  
CK

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

R & R Construction, Inc.

See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation

\_\_\_\_\_  
(Signature of Secured Party)

Philip D Cooper Sr. V.P.

\_\_\_\_\_  
Type or Print Above Signature on Above Line

17/80

CONDITIONAL SALE CONTRACT NOTE

BOOK 514 PAGE 302

TO: Baldwin Service Center, Inc. FROM: R & R Construction, Inc.
Defense Hwy. 450 & 178 Annapolis, MD 21401 549 Thimbleshoals Ct. Annapolis, MD 21401

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks): One (1) Used International Harvester Model 1954 Truck with 18' flatbed body, S/N 1HTLDTVN6HRA15595 with a JLG Boom Crane

(1) TIME SALES PRICE \$ 98,742.60
(2) Less DOWN PAYMENT IN CASH \$ 7,414.20
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 91,328.40

The property purchased shall remain personally and not become part of any realty and shall be located and kept for use at: 549 Thimbleshoals Ct. Annapolis, MD 21401

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Ninety one thousand three hundred twenty eight and 40/100\*\*\*\*\* Dollars (\$ 91,328.40)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the day of 19 and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,522.14 and the final installment being in the amount of \$ 1,522.14

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: JUNE 10 19 87

Accepted Baldwin Service Center, Inc. (SEAL) (Print Name of Seller Here)

R & R Construction, Inc. (SEAL) (Print Name of Buyer-Maker Here)

By: Francis Gregory, Baltimore V.P. (Witness as to Buyer's and Co-Maker's Signature)

By: [Signature] PRES/owner (SEAL) (Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By: (Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by

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TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)
\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)
(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: \_\_\_\_\_, 19\_\_\_\_ (SEAL)
(Corporate, Partnership or Trade Name or Individual Signature) Signature of Seller
By: \_\_\_\_\_ (Signature: Title of Officer, "Partner" or "Proprietor")

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated JUNE 10 1987

between Baldwin Service Center, Inc. as Seller, Lessor, Mortgagee and R & R Construction, Inc. 549 Thimble Shoals Ct. Annapolis, MD 21401 (Name) (Address)

as Buyer, Lessee, Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made or given, it reserves a valid, free and clear title or creates a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unexpired installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof, the unpaid balance of the contract assigned hereto, is \$ 91,328.40

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 10 day of JUNE 1987

Baldwin Service Center, Inc.  
By: James Joseph Baldwin, Jr.

Print legible name and address of assignee, and assignor's name and address, and date of assignment, must be printed in plain type on this form and have one of the following signatures.

268492

BOOK 514 PAGE 305

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

\_\_\_\_\_  
Carpet Corral, Inc.  
 (Name)  
8009-A Jumpers Hole Road  
 (Address)  
Pasadena, Maryland 21122

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND  
 Attn: Marc Tohir  
 (Name of Loan Officer)  
18 West Street  
 (Address)  
Annapolis, Maryland 21401

1 This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

A/R ONLY

RECORDED FEE 11.00  
 STATE .50  
 JUL 8 1987  
 CK

(1) all of Debtor's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) all OF Debtor's other assets, specifically including (but not limited to) inventory and equipment, in which Secured Party has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Debtor and Secured Party; (4) any accounts, property, securities or monies of Debtor which may at any time be assigned or delivered or come into the possession of Secured Party, as well as all proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2 The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor \_\_\_\_\_

3  Products of the collateral are also specifically covered.

4 Mr. Clerk Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

\_\_\_\_\_  
 (Seal)  
 \_\_\_\_\_  
 (Seal)  
 (Signature)  
David F. Harris  
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)

\_\_\_\_\_  
 (Seal)  
 \_\_\_\_\_  
 (Seal)  
 (Signature)  
 \_\_\_\_\_  
 (Print or Type Name)

11/50

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 6,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR  
Calvary Baptist Church Academy

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND

(Name)  
407 Marley Station Rd.  
(Address)  
Glen Burnie, Md 21061

(Name of Loan Officer)  
Sue Haley  
18 West Street  
(Address)  
Annapolis, Md 21401

1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

All of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Borrower, including any leasehold interest therein and all replacement parts and annexations thereto (herein called "Equipment").

- 5 IDS PC 88 Turbo (ibm Compatibles)  
Serial #s 1000 19786  
          1000 19780  
          1000 18999  
          1000 19799  
          1000 19802
- 1 IDS PC 88 Turbo (IBM Compatible with 20 meg hard drive  
Serial #1000 19795
- 1 Princeton Graphics HX-12 RGB Color Monitor  
Serial # TY 69243
- 1 NEC Pinwriter P7 Computer Printer  
Serial # 581087035

RECORD FEE 11.00  
RECORD TAX 42.00  
NOTARIAL FEE .50  
JUL 8 1987 11:34 AM  
JUL 8 87 11:34 AM  
CK

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate

Record Owner, if different from the Debtor \_\_\_\_\_

- 3  Products of the collateral are also specifically covered
- 4 Mr. Clerk Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)  
Calvary Baptist Church Academy  
(Seal)  
Floyd Washburn (Seal)  
(Signature)  
Floyd Washburn, Pastor  
(Print or Type Name)

DEBTOR (OR ASSIGNOR)  
\_\_\_\_\_  
(Seal)  
\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print or Type Name)

11/4/87 50

BOOK 514 PAGE 307

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  
Reds Dove, Inc.  
2729 Solomons Road  
Edgewater, MD 21037

2. Secured Party(ies) and address(es)  
Alban Tractor Co., Inc.  
8531 Pulaski Highway  
Baltimore, MD 21237

For Filing Officer (Date, Time and Filing Office)

SECURITY FEE 10.00  
POSTAGE .50  
REGISTERED CITY ROOM T13410  
JUL 8 87  
CK

4. This statement refers to original Financing Statement bearing File No. 267515 (L512 F70)  
Filed with Anne Arundel County Date Filed February 4 19 87

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. One Caterpillar 235BH Excavator, S/N 7WC00485

ASSIGNEE: CATERPILLAR FINANCIAL SERVICES CORPORATION  
10630 Little Patuxent Pkwy., Columbia, MD 21044

No. of additional Sheets presented: 0

ALBAN TRACTOR CO., INC.

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: \_\_\_\_\_  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

514 308

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

- Land Records
- Chattel Records
- State Department of Assessments and Taxation

For Filing Officer Use	
File No. ....	.....
Date & Hour .....	.....

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement

Record Reference

Date of Filing

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s)  
(Last Name First)

No.

Street

City

State

B2CD Associates Limited  
Partnership

2444 Solomon's Island Road  
Annapolis, MD 21401

Name of Secured Party or assignee

No.

Street

City

State

Madison National Bank

1730 M Street, N.W., Washington, D.C. 20036

CHECK APPLICABLE STATEMENT

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO: Juanita Kelly, Assistant Vice President  
Madison National Bank  
1730 M Street, N.W.  
Washington, D.C. 20036

This Statement publicizes that certain Amendment to Consolidation and Modification of Deeds of Trust of even date herewith from the Debtor to Joseph W. O'Malley, III and David N. Dunn, Trustees for the Secured Party, securing a debt to the Secured Party and to be recorded among the Land Records of Anne Arundel County, Maryland.

Attest:

B2CD, INC., a Maryland corporation,  
sole general partner

Lueta L. McJimora

By Q. John Buscena (Seal)  
(Corporate, Trade or Firm Name)

Witness:

Carol M. Tomaszczak

MADISON NATIONAL BANK  
Signature of Secured Party or Assignee  
By Juanita M. Kelly  
(Owner, Partner or Officer and Title)  
(Signatures must be in ink)  
Juanita M. Kelly  
Assistant Vice President

RECORD FEE 10.00  
POSTAGE .50  
JUL 3 1987

STATE OF MARYLAND )  
COUNTY OF ANNE ARUNDEL ) to wit:  
DISTRICT OF )

On this the <sup>June, 1987</sup> ~~17th~~ day of ~~April, 1986~~, before Bette L. McNamara, the undersigned officer, personally appeared A. John Briscuso, who acknowledged himself to be the President of B2CD INC., a Maryland corporation, the sole general partner of B2CD ASSOCIATES LIMITED PARTNERSHIP, party to the foregoing Statement of Continuation, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President, and acknowledged the same as his act and deed and the act and deed of B2CD, INC. and of B2CD ASSOCIATES LIMITED PARTNERSHIP.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 17th day of June, 1987.



Bette L. McNamara  
Notary Public

My Commission Expires: July 1, 1990

~~STATE OF~~ )  
~~COUNTY OF~~ ) to wit:  
DISTRICT OF COLUMBIA )

On this the 25th day of June, 1987, before Mark H. Railey, the undersigned officer, personally appeared Juanita M. Kelly, who acknowledged ~~himself~~/herself to be the Asst. Vice President of Madison National Bank, party to the foregoing Statement of Continuation and being authorized so to do, executed the foregoing instrument for the purposes therein contained and acknowledged the same as his/her act and deed and the act and deed of Madison National Bank.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 25th day of JUNE, 1987.

Mark H. Railey  
Notary Public

My Commission Expires: 9/30/91



268494

BOOK 514 PAGE 310

11.00

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ None

If this statement is to be recorded in land records check here

This financing statement Dated April 28, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ~~Robert A. Burgner~~ PICTURE HILL GROUNDS & TREE SERVICE  
Address 327 W. Central Avenue, Davidsonville, MD 21035

2. SECURED PARTY

Name MIDLANTIC COMMERCIAL LEASING CORP  
Address 225 West 34th Street, New York, N. Y. 10122

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 HU923235 Hustler 340 Tractor SN 46/63619
- 1 HU923250 72" 3 way mowing deck SN 56/63800
- 1 HU923342 High Lift Back Vac SN D5/61365
- 1 HU922344 Edger SN 46/63479
- 1 HU921353 Edger Mounting Assembly SN 46/63519
- 2 HU392969 Hustler Rear Weight
- 1 HU393082 Hustler Rear Weight Mounting Kit

RECORDED FE 11.00  
202780 0777 001 114418  
JUL 8 87  
CK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

R. Burgner  
(Signature of Debtor)

Robert A. Burgner  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

J. Banks  
(Signature of Secured Party)

MIDLANTIC COMMERCIAL LEASING CORP.

J. BANKS  
Type or Print Above Signature on Above Line

Partial

11

514 311

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 247884 recorded in Liber 463 Folio 168 on 6/24/83 at Anne Arundel County

1 DEBTOR(S) Techtron Associates, Inc.

ADDRESS(ES) Crofton Station Shopping Center

Crofton, MD 21114

2 SECURED PARTY, MARYLAND NATIONAL BANK, ATTENTION: Collateral Unit

ADDRESS MAILSTOP 500-501 Post Office Box 987, Baltimore, Maryland 21203

RECORDATION FEE .50

10.00

JUL 9 1987

OK

Person and Address to whom Statement is to be returned (if different from above)

Check mark below indicates the type and kind of Statement made hereby (Check only one Box.)

- 3  CONTINUATION. The original Financing Statement referred to above is still effective.
- 4  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6  AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
  - a  Not subject to Recordation Tax.
  - b  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_
- 7  RELEASE (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8

DEBTOR(S) \_\_\_\_\_

BY \_\_\_\_\_ (SEAL)

BY \_\_\_\_\_ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY, Maryland National Bank

BY *Mark T. Blizzard* (SEAL)

Mark T. Blizzard, Vice President

To the Clerk. After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

201-531-4100

Michael R. Roblyer, P.A. 10.50  
Counsellors At Law  
7 Willow Street  
Annapolis, Maryland 21401

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 250591 recorded in Liber 469 Folio 554 on 1/23/84 at Anne Arundel County

1 DEBTOR(S) Techtron Associates, Inc. T/A Security Store  
 ADDRESSES: 1153-C Crofton Shopping Center  
Gambrills, MD 21045

2 SECURED PARTY: MARYLAND NATIONAL BANK, ATTENTION: Collateral Unit  
 ADDRESS: MAILSTOP 500-501 Post Office Box 987, Baltimore, Maryland 21208

Person and Address to whom Statement is to be returned (if different from above):  
 \_\_\_\_\_

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3  CONTINUATION. The original Financing Statement referred to above is still effective.

4  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6  AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is  
 a  Not subject to Recordation Tax  
 b  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

7  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. \_\_\_\_\_

10.00  
.50  
ROL 714:24  
JUL 9 87  
CK

DEBTOR(S) \_\_\_\_\_  
(Signature necessary only if beneficiary assignment)

BY: \_\_\_\_\_ (SEAL)

BY: \_\_\_\_\_ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer

SECURED PARTY: Maryland National Bank

BY: Mark T. Blizzard (SEAL)

Mark T. Blizzard, Vice President

To the Clerk. After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

Michael R. Roblyer, P.A.  
Counselors At Law  
7 Willow Street  
Annapolis, Maryland 21401  
10.50

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): Chesapeake Hearing Centers, Inc  
Address: 402 HARTMAN DRIVE  
SEVERNA PARKLAND 21146

2. Name of Secured Party: The Annapolis Bank and Trust Co  
Address: P.O. Box 311  
ANNAPOLIS, MD 21404

NOT FEE 11.00  
STAMP .50  
... 2047 0771 001 7:14:47  
JUL 9 87  
CK

3. Name of Assignee: Annapolis Banking & Trust Co.  
Address: Annapolis, Maryland

4. This Financing Statement covers the following types (or items) of property: N. color CA-1000  
AUDITORY EVOKED POTENTIAL, POWER CLINICAL Audiometer, FURNITURE AND  
FIXTURES AND AMPLIFIED TUD. CLINICAL IMPEDANCE, 2-110-20 COMPUTER SYSTEM  
COM PULSO DUM 8" DRIVE COMPUTER SYSTEM 2-111-32 WIRELESS COMPUTER SYSTEM,

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block  
reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse  
side of this form.)

The above-described goods are affixed or to be affixed to:

DIMBLE  
630 DASH  
Wheel  
PRINTER,  
EPSON LQ-  
1500 PRINTER,  
(3) EPSON  
FX-80  
PRINTERS

Debtor(s):

Secured Party:

Chesapeake Hearing Centers, Inc  
*[Signature]*  
Charles L. Hutto, President

The Annapolis Bank and Trust Co  
(Type Name of Dealership)

By *[Signature]*  
(Authorized Signature)

*[Signature]* ASST. vice Pres.  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

11/50

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

208190

Identifying File No. 514 314

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 5/27/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name THOMAS N. HARDESTY  
Address 12 SWALLOW LANE HARWOOD MARYLAND 20776

2. SECURED PARTY

Name BALDWIN SERVICE CENTER INC.  
Address 41 DEFENSE HIGHWAY  
ANNAPOLIS MARYLAND 21401  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00  
POSTAGE .50  
BALDWIN LIT 201 114:50  
JUL 8 87  
CK

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 - NEW CASE-IH TRACTOR MN# 385 SN# 18500
- 1 - NEW AGTECH BLADE 306T

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Thomas N. Hardesty  
(Signature of Debtor)

THOMAS N. HARDESTY  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

BALDWIN SERVICE CENTER INC.  
Type or Print Above Signature on Above Line

11 - 50

PRINT OR TYPE ALL INFORMATION

BOOK 514 PAGE 315

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

STATE CORPORATION COMMISSION  
UCC Div., Box 1197, Richmond, Va. 23209

LOCAL CLERK OF Anne Arundel County

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.  
No other name will be indexed.

Stanley A. Ecton & Patricia E. Ecton  
t/a Ecton Leasing  
7936 Tralee Court  
Laurel, MD 20707

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT  
The debtor(s) hereby grant(s) to the secured party a security interest in the collateral described herein to secure all debts owed by the debtor(s) to the secured party except as limited by separate written agreement.
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Sovran Bank, N.A.  
10440 Main Street  
Fairfax, VA 22030

Name & address of Assignee

RECORD FEE 13.00  
POSTAGE .50  
STAMPED BY DTI BAL 115:01  
JUL 8 87  
CK

Date of maturity if less than five years

- Proceeds of collateral are covered
- Products of collateral are covered

Description of collateral covered by original financing statement

Compaq Portable Model 3 with printer and stand, Win Labs AT with a Bernoulli Box with a Modem, misc. cables and equipment, Seagate ST 225 (hard disc), a floppy disc drive, a Hewlett Packard Laser Printer and a Hayes 1200 BPS Modem, approx. \$1,000 of assorted software.

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Signature of Debtor if applicable (Date)  
Stanley Ecton & Patricia Ecton t/a Ecton Leasing

BY: *Stanley Ecton* *Patricia Ecton* 7-9-87

Signature of Secured Party if applicable (Date)  
Sovran Bank, N.A.

BY: *Ron [Signature]*

24-0113 (4-84) Universal

White Original • Canary Acknowledgement Copy • Pink Bank Copy

DL 16

24-0113 (4-84) Universal

White Original • Canary Acknowledgement Copy • Pink Bank Copy



268408

514 318

Financing Statement

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

STATE CORPORATION COMMISSION  
UCC Div., Box 1197, Richmond, Va. 23209

LOCAL (CLERK OF Anne Arundel County)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.  
No other name will be indexed.

Stanley A. Ecton & Patricia Ecton  
t/a Ecton Leasing  
7936 Tralee Court  
Laurel, MD 20707

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT  
The debtor(s) hereby grant(s) to the secured party a security interest in the collateral described herein to secure all debts owed by debtor(s) to the secured party except as limited by separate written agreement.
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

RECORD FEE 13.00  
STAMP FEE .50  
JUL 9 87  
CK

Name & address of Secured Party

Sovran Bank, NA  
10440 Main Street  
Fairfax, VA 22030

Name & address of Assignee

Date of maturity if less than five years

Proceeds of collateral are covered   
Products of collateral are covered

Description of collateral covered by original financing statement

AST-AT Computer, Bernoulli Box 10110, Epson Dot Matrix Printer, Computer Stand.  
and all computers and accessories now owned or hereafter acquired and all  
inventories and equipment held for leasing.

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Signature of Debtor if applicable (Date)

Stanley Ecton & Patricia Ecton t/a Ecton Leasing

BY: *1/60*

*Stanley Ecton*

Signature of Secured Party if applicable (Date)

Sovran Bank, NA

BY: *4/9/87*

*Elizabeth T. ...*

BOOK 514 PAGE 317

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 457 Page No. 556  
 Identification No. 245714 Dated 1-7-83

1. Debtor(s) } WALTER A. DAVIS, JR.  
 Name or Names—Print or Type  
} 7170 FOREST AVE., HANOVER, MD. 21076  
 Address—Street No., City - County State Zip Code

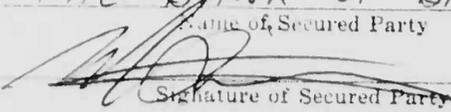
2. Secured Party } THE SAVINGS BANK OF BALTIMORE  
 Name or Names—Print or Type  
} P.O. BOX 896, BALTIMORE, MD. 21203  
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

REGISTRATION FEE 10.00  
 POSTAGE .50  
 BALTIMORE CITY BAL 715\*05  
 JUL 9 87  
 CK

<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center; font-size: 1.2em;">TERMINATION</p>

Dated: 5/21/87 THE BANK OF BALTIMORE  
Name of Secured Party  
  
Signature of Secured Party  
MICHAEL T. SMITH AVP  
Type or Print (Include Title if Company)

1580

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated June 29, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trinidad & Tobago (BWIA International) Airways Corporation  
Baltimore-Washington International Airport  
Address Baltimore, Maryland 21240

2. SECURED PARTY

Name Meridian Trust Company, as Trustee  
Address 35 North 6th Street, Reading, Pennsylvania 19601

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) July 15, 2002

4. This financing statement covers the following types (or items) of property: (list)

The DC-9-83 Airframe, Factory Serial No. 49568 Trinidad Registration Mark 9Y-THR, two Pratt & Whitney JT8D-219 Engines, Mfrs. Serial Nos. P718053D and P718054D, and the other collateral all as more specifically described in Schedule A attached hereto (2 pages)

RECORD FEE 13.00  
POSTAGE .50  
#03295 CITI RM 115-32  
JUL 3 87  
CK

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

S. Bechtel  
(Signature of Debtor)  
Trinidad & Tobago (BWIA International)  
Airways Corporation  
Type or Print Above Name on Above Line

S. Bechtel  
(Signature of Debtor)  
Managing Director  
Type or Print Above Signature on Above Line

R. Campbell AJP  
(Signature of Secured Party)  
Meridian Trust Company, as Trustee  
Type or Print Above Signature on Above Line

13.00

514-319

SCHEDULE A

to

UCC-1 FINANCING STATEMENT

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Name of Debtor/Lessee:

Trinidad & Tobago (BWIA International) Airways Corporation; Baltimore-Washington International Airport, Baltimore, Maryland 21240 ("BWIA"). Attn: Horace Blake, FAA Agent for Service of Process.

Name of Secured Party/Lessor:

Meridian Trust Company, not in its individual capacity but solely as trustee under a Trust Agreement dated as of June 1, 1987 for the benefit of the Participants named therein, relating to Trinidad & Tobago (BWIA International) Airways Corporation Equipment Trust I; 35 North 6th Street, Reading, Pennsylvania 19601 (the "Trustee").

This Financing Statement covers the following types (or items) of property:

All estate, right, title and interest of BWIA in and to the following:

1. One McDonnell Douglas DC-9-83 aircraft under the Lease Purchase Agreement dated as of June 1, 1987, between BWIA and the Trustee (the "Lease"), including the McDonnell Douglas DC-9-83 airframe bearing Trinidad and Tobago registration mark 9Y-THR and factory serial number 49568 (or any airframe substituted for such airframe pursuant to the terms of the Lease) and those two Pratt & Whitney Model JT8D-219 engines initially installed on the aforesaid aircraft (bearing manufacturer's serial numbers P718053D and P718054D or any engine substituted for any such initially installed engines pursuant to the Lease) whether or not any of such initial or substitute engines may from time to time no longer be installed on said airframe and any and all appliances, parts, instruments, appurtenances, accessories, furnishings and other equipment which may from time to time be incorporated or installed in or attached to such airframe, substitute airframe, initial engines or substitute engines, including any buyer-furnished equipment whether the same shall be incorporated or installed in or attached to the aircraft or not so long as title thereto shall remain vested in the Trustee pursuant to the terms of the Lease (collectively, the "Aircraft").

514 320

2. The Purchase Agreement No. DAC 85-35-E dated December 13, 1985 between McDonnell Douglas Corporation and BWIA (as amended, modified or supplemented) as assigned to the Trustee insofar as it relates to the Aircraft pursuant to the terms of the Purchase Agreement Assignment dated as of June 1, 1987 between BWIA and the Trustee.

3. All proceeds of the above collateral are also covered including, without limitation, the insurance proceeds.

268500

BOOK 514 PAGE 321

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated June 29, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR BWIA International  
Name \_\_\_\_\_  
Baltimore - Washington International Airport  
Address Baltimore, Maryland 21240

2. SECURED PARTY  
Name Meridian Trust Company, as Trustee  
Address 35 North 6th Street, Reading, Pennsylvania 19601

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) July 15, 2002

RECORD FEE 13.00  
20276 C/17401 715:33  
JUL 9 '87  
OK

4. This financing statement covers the following types (or items) of property: (list)

The DC-9-83 Airframe, Factory Serial No. 49568 Trinidad Registration Mark 9Y-THR, two Pratt & Whitney JT8D-219 Engines, Mfrs. Serial Nos. P718053D and P718054D, and the other collateral all as more specifically described in Schedule A attached hereto (2 pages)

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

S. Beut  
(Signature of Debtor)  
Trinidad & Tobago (BWIA International)  
Airways Corporation  
Type or Print Above Name on Above Line

S. Beut  
(Signature of Debtor)  
Managing Director  
Type or Print Above Signature on Above Line

R. Bell AVP  
(Signature of Secured Party)  
Meridian Trust Company, as Trustee  
Type or Print Above Signature on Above Line

13.00

BOOK 514 PAGE 322  
SCHEDULE A

to

UCC-1 FINANCING STATEMENT

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Name of Debtor/Lessee:

Trinidad & Tobago (BWIA International) Airways Corporation; Baltimore-Washington International Airport, Baltimore, Maryland 21240 ("BWIA"). Attn: Horace Blake, FAA Agent for Service of Process.

Name of Secured Party/Lessor:

Meridian Trust Company, not in its individual capacity but solely as trustee under a Trust Agreement dated as of June 1, 1987 for the benefit of the Participants named therein, relating to Trinidad & Tobago (BWIA International) Airways Corporation Equipment Trust I; 35 North 6th Street, Reading, Pennsylvania 19601 (the "Trustee").

This Financing Statement covers the following types (or items) of property:

All estate, right, title and interest of BWIA in and to the following:

1. One McDonnell Douglas DC-9-83 aircraft under the Lease Purchase Agreement dated as of June 1, 1987, between BWIA and the Trustee (the "Lease"), including the McDonnell Douglas DC-9-83 airframe bearing Trinidad and Tobago registration mark 9Y-THR and factory serial number 49568 (or any airframe substituted for such airframe pursuant to the terms of the Lease) and those two Pratt & Whitney Model JT8D-219 engines initially installed on the aforesaid aircraft (bearing manufacturer's serial numbers P718053D and P718054D or any engine substituted for any such initially installed engines pursuant to the Lease) whether or not any of such initial or substitute engines may from time to time no longer be installed on said airframe and any and all appliances, parts, instruments, appurtenances, accessories, furnishings and other equipment which may from time to time be incorporated or installed in or attached to such airframe, substitute airframe, initial engines or substitute engines, including any buyer-furnished equipment whether the same shall be incorporated or installed in or attached to the aircraft or not so long as title thereto shall remain vested in the Trustee pursuant to the terms of the Lease (collectively, the "Aircraft").

514 323

2. The Purchase Agreement No. DAC 85-35-E dated December 13, 1985 between McDonnell Douglas Corporation and BWIA (as amended, modified or supplemented) as assigned to the Trustee insofar as it relates to the Aircraft pursuant to the terms of the Purchase Agreement Assignment dated as of June 1, 1987 between BWIA and the Trustee.

3. All proceeds of the above collateral are also covered including, without limitation, the insurance proceeds.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_  
 If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR LESSEE:

Name Allstate Air Cargo, Inc.  
 Address 601 A Hhmonds Ferry Road Linthicum, MD 21090

RECORD FEE 13.00  
 07/09/87 011 001 715#47

2. SECURED PARTY LESSOR:

Name EATON FINANCIAL CORPORATION  
 Address The Beaumont Building, P.O. Box 71, South Station Framingham, Massachusetts 01701

JUL 8 87  
 CR

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1)Merlin 820 Control Unit sn61200100013342
- 1)Merlin Feature Cartridge
- 4)Merlin 10 button phones
- 2)Merlin 2 line expansion units

Not subject to Recordation Tax pursuant to Maryland Annotated Code Article 81, §277(g)(2).

"Equipment Lease - does not create a security interest."

This transaction is a true lease and is not intended by the parties as a secured transaction; Filing is only intended to make the true lease a matter of public record. The lessor is the owner of such property including all accessories, attachments, additions and any substitutions of similar equipment types, and the lessee has no rights, express or implied to sell, exchange, encumber or otherwise dispose of such property.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

For authorization see copy of lease

(Signature of Debtor) LESSEE:

Allstate Air Cargo, Inc. J. Hill  
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Kathleen Emers  
 (Signature of Secured Party) LESSOR:

Kathleen Emers  
 EATON FINANCIAL CORPORATION

Type or Print Above Signature on Above Line

13

For: **SEARS Business Systems Center**

02-22570

Customer Number **L# 7784**

NAME AND ADDRESS OF LESSEE  
(Complete Legal Name)

**Allstate Air Cargo Inc.  
601 A Hammonds Perry Rd.  
Linthicum, Md. 21090**

SUPPLIER OF EQUIPMENT (Complete Address)

**SEARS Business Systems Center**

Towson

PERSON TO CONTACT

(301) 789-5833  
TELEPHONE NO

SALESPERSON **Wes**

( ) 583-7711  
TELEPHONE NO

DESCRIPTION OF EQUIPMENT LEASED / (include make, year model, identification and model numbers or marks)

- 1) Merlin 820 Control Unit Serial# C1200100013342
- 1) Merlin Feature Cartridge
- 4) Merlin 10 Button Phones
- 2) Merlin 2 Line Expansion Units

514, 325

EQUIPMENT TO BE DELIVERED AND LOCATED AT

**TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT ("LEASE")**

**1. SCHEDULE OF LEASE PAYMENTS DURING INITIAL TERM OF LEASE.**

TERM OF LEASE NUMBER OF MONTHS	NUMBER OF PAYMENTS	AMOUNT OF EACH LEASE PAYMENT			TOTAL INITIAL PAYMENT	INITIAL PAYMENT REPRESENTING PAYMENT FOR FIRST AND LAST
		PAYMENT	TAX	OTHER		
36	36	\$189.89	\$9.05		\$569.82	ONE <input checked="" type="checkbox"/> TWO <input type="checkbox"/> THREE <input type="checkbox"/> FOUR <input type="checkbox"/>

ADDITIONAL PROVISIONS

2. LEASE. Eaton Financial Corporation (hereinafter called "LESSOR") hereby leases to the LESSEE the above Equipment (hereinafter called "Equipment") for the number of months and the Lease Payments as set forth above and on the terms and conditions stated herein AND ON THE REVERSE SIDE HEREOF. LESSEE agrees that, if there is any inconsistency between the Terms and Conditions of this Lease and of any of the LESSEE'S written purchase orders, the terms of this Lease will govern. The Lease Payments shall commence when the LESSEE has received Equipment which is equal to fifty percent of the value at cost to LESSOR of all the Equipment to be leased hereunder, and shall continue thereafter to be paid on the same day of each succeeding month in the amount specified and for the total number of payments as provided in the Schedule of Lease Payments as set forth above. All Lease Payments by LESSEE shall be payable at the office of LESSOR or at such other place as LESSOR may from time to time appoint. LESSEE hereby authorizes LESSOR the use of the initial Lease Payments made by LESSEE under this Lease, provided that LESSOR accounts to LESSEE for said payments at the termination of the lease. THE LEASE PAYMENTS SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD IF THE ACTUAL TOTAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE AND IN THAT EVENT THE LESSEE AUTHORIZES LESSOR TO ADJUST THE LEASE PAYMENTS UPWARD OR DOWNWARD, NOT TO EXCEED TWENTY PERCENT (20%).

3. WARRANTIES. LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE WITH RESPECT TO SUCH LEASED EQUIPMENT AND HEREBY DISCLAIMS THE SAME. LESSEE has made the selection of the above Equipment from the Manufacturer or Vendor (hereinafter collectively called "SUPPLIER") based on its own judgment and expressly disclaims any reliance upon any statements or representations made by the SUPPLIER. LESSOR IS NOT RESPONSIBLE FOR ANY REPAIRS, SERVICE OR DEFECTS IN THE LEASED EQUIPMENT OR OPERATION THEREOF. In no event shall LESSOR be liable for any indirect, special or consequential damages, and without limiting the generality thereof including for any loss, cost or damage to LESSEE or others arising from defects, negligence, delays, failure of delivery, or non-performance of the Equipment. Any warranty by the SUPPLIER, which is assignable, is herewith assigned to LESSEE by LESSOR without recourse. Such warranty will not release LESSEE from its obligations to LESSOR to make Lease Payments and to keep, maintain, and surrender the Equipment in good condition.

4. DELIVERY AND ACCEPTANCE. The Equipment shall be shipped directly to the LESSEE by the SUPPLIER. LESSEE agrees to accept such delivery of the Equipment and upon installation thereof to execute and deliver to LESSOR the Delivery and Acceptance Receipt submitted by LESSOR. LESSEE further agrees that the validity of this Lease shall not be affected by any delay in the shipment of the Equipment by the SUPPLIER. In the event that LESSEE has not executed and delivered to LESSOR the submitted Delivery and Acceptance Receipt upon installation of the Equipment, then it shall be conclusively presumed, as between LESSOR and LESSEE, that the Equipment is acknowledged to be in good working order and condition and that LESSEE has accepted and is satisfied that the Equipment constitutes the Equipment specified in this Lease.

By execution hereof, the signer hereby certifies that he has read this Lease consisting of the foregoing and INCLUDING THE REVERSE SIDE HEREOF, and that he is duly authorized to execute this Lease on behalf of the LESSEE, and hereby acknowledges receipt of a copy of this Lease. LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALESMAN OR OTHER AGENT OF THE SUPPLIER IS AN AGENT OF LESSOR. NO SALESMAN OR AGENT OF THE SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATIONS AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER SHALL IN ANY WAY AFFECT THE LESSEE'S OBLIGATIONS TO PERFORM INCLUDING THE PAYMENT OF THE LEASE PAYMENTS SET FORTH IN THIS LEASE. LESSEE REPRESENTS AND WARRANTS THAT THIS IS A COMMERCIAL AND BUSINESS TRANSACTION AND NOT A CONSUMER TRANSACTION.

**EATON FINANCIAL CORPORATION** LESSOR  
AND SUBSIDIARY THE LEASE FACTOR, INC.

*Allstate Air Cargo Inc.* LESSEE

**EATON FINANCIAL CORPORATION**  
AND SUBSIDIARY THE LEASE FACTOR, INC.

The Boulevard Building • P.O. Box 9184 • Baltimore, MD 21286  
Tel. (410) 520-0900

ORIGINAL LEASE

For: **SEARS Business Systems Center**

02-22570

L# 7784  
CUSTOMER NUMBER

NAME AND ADDRESS OF LESSEE  
(Complete Legal Name)

Allstate Air Cargo Inc.  
601 A Hammonds Ferry Rd.  
Linthicum, Md. 21090

SUPPLIER OF EQUIPMENT (Complete Address)

**SEARS Business Systems Center**

Towson

PERSON TO CONTACT

(301) 789-5833  
TELEPHONE NO

SALESPERSON Wes

( ) 583-7711  
TELEPHONE NO

DESCRIPTION OF EQUIPMENT LEASED / (Include make, year, model, identification and model numbers or marks)

- 1) Merlin 820 Control Unit Serial" 61200100013342
- 1) Merlin Feature Cartridge
- 4) Merlin 10 Button Phones
- 2) Merlin 2 Line Expansion Units

514, 325

CLERK'S NOTATION  
Document submitted for record  
in a condition not permitting  
satisfactory photographic repro-  
duction.

EQUIPMENT TO BE DELIVERED AND LOCATED AT

**TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT ("LEASE")**

**1. SCHEDULE OF LEASE PAYMENTS DURING INITIAL TERM OF LEASE**

TERM OF LEASE NUMBER OF MONTHS	NUMBER OF PAYMENTS	AMOUNT OF EACH LEASE PAYMENT			TOTAL INITIAL PAYMENT	INITIAL PAYMENT REPRESENTING PAYMENT FOR FIRST AND LAST = ONE = TWO = THREE = FOUR OTHER
		PAYMENT	TAX	OTHER		
36	36	\$180.89	\$9.05		\$569.82	

ADDITIONAL PROVISIONS

2. LEASE. Eaton Financial Corporation (hereinafter called "LESSOR") hereby leases to the LESSEE the above Equipment (hereinafter called "Equipment") for the number of months and the Lease Payments as set forth above and on the terms and conditions stated herein AND ON THE REVERSE SIDE HEREOF. LESSEE agrees that, if there is any inconsistency between the Terms and Conditions of this Lease and of any of the LESSEE'S written purchase orders, the terms of this Lease will govern. The Lease Payments shall commence when the LESSEE has received Equipment which is equal to fifty percent of the value at cost to LESSOR of all the Equipment to be leased hereunder, and shall continue thereafter to be paid on the same day of each succeeding month in the amount specified and for the total number of payments as provided in the Schedule of Lease Payments as set forth above. All Lease Payments by LESSEE shall be payable at the office of LESSOR or at such other place as LESSOR may from time to time appoint. LESSEE hereby authorizes LESSOR the use of the initial Lease Payments made by LESSEE under this Lease, provided that LESSOR accounts to LESSEE for said payments at the termination of the lease. THE LEASE PAYMENTS SHALL BE ADJUSTED PROPORTIONATELY UPWARD OR DOWNWARD IF THE ACTUAL TOTAL COST OF THE EQUIPMENT EXCEEDS OR IS LESS THAN THE ESTIMATE AND IN THAT EVENT THE LESSEE AUTHORIZES LESSOR TO ADJUST THE LEASE PAYMENTS UPWARD OR DOWNWARD, NOT TO EXCEED TWENTY PERCENT (20%).

3. WARRANTIES. LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE WITH RESPECT TO SUCH LEASED EQUIPMENT AND HEREBY DISCLAIMS THE SAME. LESSEE has made the selection of the above Equipment from the Manufacturer or Vendor (hereinafter collectively called "SUPPLIER") based on its own judgment and expressly disclaims any reliance upon any statements or representations made by the SUPPLIER. LESSOR IS NOT RESPONSIBLE FOR ANY REPAIRS, SERVICE OR DEFECTS IN THE LEASED EQUIPMENT OR OPERATION THEREOF. In no event shall LESSOR be liable for any indirect, special or consequential damages, and without limiting the generality thereof including for any loss, cost or damage to LESSEE or others arising from defects, negligence, delays, failure of delivery, or non-performance of the Equipment. Any warranty by the SUPPLIER, which is assignable, is hereby assigned to LESSEE by LESSOR without recourse. Such warranty will not release LESSEE from its obligations to LESSOR to make Lease Payments and to keep, maintain, and surrender the Equipment in good condition.

4. DELIVERY AND ACCEPTANCE. The Equipment shall be shipped directly to the LESSEE by the SUPPLIER. LESSEE agrees to accept such delivery of the Equipment and upon installation thereof to execute and deliver to LESSOR the Delivery and Acceptance Receipt submitted by LESSOR. LESSEE further agrees that the validity of this Lease shall not be affected by any delay in the shipment of the Equipment by the SUPPLIER. In the event that LESSEE has not executed and delivered to LESSOR the submitted Delivery and Acceptance Receipt upon installation of the Equipment, then it shall be conclusively presumed, as between LESSOR and LESSEE, that the Equipment is acknowledged to be in good working order and condition and that LESSEE has accepted and is satisfied that the Equipment constitutes the Equipment specified in this Lease.

By execution hereof, the signer hereby certifies that he has read this Lease consisting of the foregoing and INCLUDING THE REVERSE SIDE HEREOF, and that he is duly authorized to execute this Lease on behalf of the LESSEE and hereby acknowledges receipt of a copy of this Lease. LESSEE UNDERSTANDS AND AGREES THAT NEITHER THE SUPPLIER NOR ANY SALESMAN OR OTHER AGENT OF THE SUPPLIER IS AN AGENT OF LESSOR. NO SALESMAN OR AGENT OF THE SUPPLIER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OR CONDITION OF THIS LEASE, AND NO REPRESENTATIONS AS TO THE EQUIPMENT OR ANY OTHER MATTER BY THE SUPPLIER SHALL IN ANY WAY AFFECT THE LESSEE'S OBLIGATIONS TO PERFORM INCLUDING THE PAYMENT OF THE LEASE PAYMENTS SET FORTH IN THIS LEASE. LESSEE REPRESENTS AND WARRANTS THAT THIS IS A COMMERCIAL AND BUSINESS TRANSACTION AND NOT A CONSUMER TRANSACTION.

**EATON FINANCIAL CORPORATION** LESSOR  
AND SUBSIDIARY THE LEASING FACTOR, INC.

*Allstate Air Cargo, Inc.*  
LESSEE

**EATON FINANCIAL CORPORATION**  
AND SUBSIDIARY THE LEASING FACTOR, INC.

700 Southfield Building • P.O. Box 9104 • Farmington Hills, MI 48334  
Tel. (313) 820-0900

ORIGINAL LEASE



STATE OF MARYLAND

514 327

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Wood, David J. T/A David J. Wood Contract Hauling  
Address 8297 Elvation Road Millersville, MD 21108

2. SECURED PARTY

Name Brandywine Auto Sales, Inc.  
Address Rt. 301 & 381 Brandywine, MD 20613  
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 14.00  
POSTAGE .50  
JUL 8 87  
CK

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:  
Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

14.50

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

David J. Wood T/A David J. Wood Contract Hauling

See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]  
(Signature of Secured Party)

LARRY F. KIMMEL ASST. V.P.

\_\_\_\_\_  
Type or Print Above Signature on Above Line

BOOK 514 PAGE 328

CREDIT ALLIANCE CORPORATION

CONDITIONAL SALE CONTRACT NOTE

TO: Brandywine Auto Sales, Inc. (Seller) FROM: David J. Wood T/A Contract Hauling (Buyer)
Rt. 301 & 381 Brandywine, MD 20613 8297 Elevation Road Millersville, MD 21108

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) Used 1982 Mack Model R766S Tandem Axle Tractor W/400 Cummins Engine, 15 Speed Trans., 44,000 rears Jake brake, S/N 2M2N206C9CC001142

Table with 2 columns: Description and Amount. (1) TIME SALES PRICE \$33,539.78, (2) Less DOWN PAYMENT IN CASH \$2,850.50, (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$-0-, (4) CONTRACT PRICE (Time Balance) \$30,689.28

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 8297 Elevation Road Millersville, MD 21108

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty thousand six hundred eighty nine and 28/100 Dollars (\$ 30,689.28)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 8th day of July, 19 87, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 852.48 and the final installment being in the amount of \$ 852.48

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees, at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: 6-7 19 87 BY: David J. Wood T/A (SEAL)
Accepted: Brandywine Auto Sales, Inc. (SEAL) BY: David J. Wood Contract Hauling (SEAL)
By: Henry Meinhardt III V.P. (Witness as to Buyer's and Co-Maker's Signature) BY: David J. Wood (SEAL)
By: (Witness as to Buyer's and Co-Maker's Signature) BY: (Print Name of Co-Buyer-Maker Here)

CAL 2XD(1-75)

(See Instructions on Reverse Side of Last Page)

© 1975 CREDIT ALLIANCE CORPORATION

3

ORIGINAL FOR FILING-NON-NEGOTIABLE

BOOK 514 PAGE 323

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance, (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York. Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
(Guarantor-Endorser) (Guarantor-Endorser)  
\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York. Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto, that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: \_\_\_\_\_, 19 \_\_\_\_\_ (SEAL)  
\_\_\_\_\_  
(Witness) By: \_\_\_\_\_  
(Signature: Title of Officer, "Partner" or "Proprietor") } Signature of Seller

ASSIGNMENT

BOOK 514 PAGE 330

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the an-

nexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated June 7, 1997

between Brandywine Auto Sales, Inc. as Seller-Lessor-Mortgagee

and David J. Wood P/O David J. Wood Contract Hauling 5107 Elvation Road Millersville, MD (Name) (Address) 21108

as Buyer-Lessee-Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease loan or mortgage, no representations, warranties or inducements not contained in the contract have been made by us, it reserves a valid, free and clear title first lien as a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unmaturred installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof, the unpaid balance of the contract assigned hereby is

\$ 30,689.28

IN WITNESS WHEREOF, we have hereunto set our hand and seal this

7 day of June, 1997

Brandywine Auto Sales, Inc. (Name)

[Signature] (Signature)

Henry Meinhardt III V.P. (Title)

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE AND ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE

BOOK 514 FILE 331

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)  
Taylor Chemicals, Inc.  
Jabez Plastics, Inc.  
190-N Penrod Court  
Glen Burnie, Maryland 21061

2. Secured Party(ies) and address(es)  
Eaton Corporation  
Eaton Center  
1111 Superior Avenue  
Cleveland, Ohio 44114

3. Maturity date (if any):  
For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
POSTAGE 1.50  
JUL 8 1987  
10324 0777 001 715431  
CK

4. This statement refers to original Financing Statement bearing File No. 262032  
Filed with Anne Arundel County Date Filed May 26, 1986

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

This is to amend debtors address from above to:

9003 Yellow Brick Road  
Baltimore, MD 21237

All other info remains the same. Contract CA-40785

No. of additional Sheets presented: -0-

Taylor Chemicals, Inc.

Eaton Corporation

By: *[Signature]*  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).  
(1) Filing Officer Copy - Alphabetical

By: *[Signature]*  
Signature(s) of Secured Party(ies)  
10-80

STANDARD FORM - FORM UCC-3

268503

BOOK 514 PAGE 302

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3 Maturity date (if any):

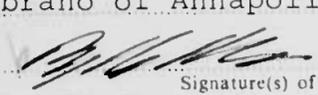
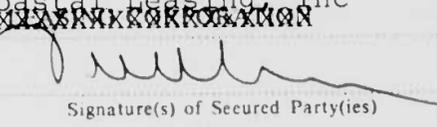
1 Debtor(s) (Last Name First) and address(es) Lubrano of Annapolis, Inc. 150H Jennifer Rd. Annapolis, MD 21401	2 Secured Party(ies) and address(es) <del>XXXXXXXXXXXXXXXXXXXXXXXXXXXX</del> U.S. Coastal Leasing, Inc. 2328 10th Ave., N. #304 W. Palm Beach, FL 33461	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 923263 0717 R01 115:02 JUL 8 '97 CK
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4 This financing statement covers the following types (or items) of property:  
See Schedule A-1 Attached

ASSIGNED TO: BANC ONE LEASING CORPORATION  
841 Greencrest Drive  
Westerville, OH 43081

This equipment is owned by the secured party and is leased to the debtor party;

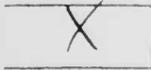
Check  if covered:  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional sheets presented:  
Filed with Ann Arundel County

Lubrano of Annapolis, Inc. ~~BANC ONE LEASING CORPORATION~~ U.S. Coastal Leasing, Inc.  
By:  Signature(s) of Debtor(s) By:  Signature(s) of Secured Party(ies)  
Filing Office Copy - Alphabetical

This form of financing statement is approved by the Secretary of State.

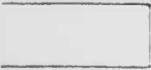
067-106-2930

HECK APPLICABLE SCHEDULE



SCHEDULE A-1 EQUIPMENT LEASED HEREUNDER

BOOK 514 PAGE 003



SCHEDULE A-2 EQUIPMENT SOLD HEREUNDER

QUANTITY

DESCRIPTION

- (2) Hand Sinks -HSA-10F - Metal Masters
- (1) Scullery Sink #FN2154-3-18 R&L drbd - Metal Masters
- (1) Storage Bin #400 - Manitowoc
- (1) Freezer (1 dr) #ALFA-28-TE - Glenco
- (1) Refrigerator (Walk-In) #WB2-75-A floorless -Hobart
- (1) Dough Table w/maple Top MT3072S - Metal Master
- (1) Utility Table #T3072E - Metal Masters
- (1) Slicer #1612 - Hobart
- (1) Mixer #H660 - Hobart
- (1) Set Mixer Attachments #12 - Intedge
- (1) Hot Plate #L600011H-Keating
- (1) Fryer #F250518L - Keating
- (1) Grill #L5001001 - Keating
- (1) Updraft 8'w/exhaust system - Sheet Metal Craft
- (1) Sandwich Unit #PRG-10-12 - Glenco
- (1) Pizza Oven (2 deck) #542 - Baker Pride
- (1) Pizza Table #SA-20-WT - Glenco
- (8) Shelving 18"x48" - Metal Masters
- (2) Dunnage Racks 24x48
- (1) Counter Pizza Oven #M02T - Bakers Pride
- (1) Microwave Oven #1310S-1 Hobart
- (10) Booths - Custom
- (1) Fire System *dt*

268516

BOOK 514 PAGE 334

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. (1) Maturity date (if any):

1. Debtor(s) (Last Name, First and address(es)) Bartow, M. Elaine 1655 Crofton Blvd Suite 205 Crofton, MD 21114	2. Secured Party(ies) and address(es) J.D.S. Funding Group, Inc. 2201 Route 38 Suite 410 Cherry Hill, NJ 08002	3. For Filing Office (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 RECEIVED DTW 801 11-4-19 JUL 9 87 CK 5. Assignment of Secured Party and Address(es) JDS Vendor Services, Inc. 266 N Franklin St Hempstead, NY 11550
4. This financing statement covers the following type(s) (or items) of property: 1 Whitehall Hi-Boy Mobile Whirlpool (S/N C-1805) Countertops and Cabinets for Reception and Kitchen Areas 1 Baily Adjustable Whirlpool Chair w/o Casters (Camel)		

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered. No. of additional Sheets presented

Filed with

M. Elaine Bartow, R.P.T., P.A. J.D.S Funding Group, Inc.)  
 By M. Elaine Bartow, R.P.T., P.A. By [Signature]  
 Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

(3) Filing Office Copy - 11 50 STANDARD FORM - FORM UCC-1.



UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 505 Page No. 169  
Identification No. 265159 Dated 12/16/85

1. Debtor(s) { Josephine P. Brady and Medford E. Brady Jr  
Name or Names—Print or Type  
601 Bartell Ave. Lintalcum Md. 21093  
Address—Street No., City - County State Zip Code

MAIL TO: 2. Secured Party { Sears, Roebuck and Company  
Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

Zip Code FEE 13.00  
POSTAGE 50  
#33853 6237 102 109107  
JUL 9 87  
CK

Dated: 5/14/87 Sears, Roebuck and Company  
Name of Secured Party  
[Signature]  
Signature of Secured Party  
J.D. Althouse—Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

**Release**  
OF DEED OF TRUST OR MORTGAGE

FROM Josephine P. Brady and Medford E. Brady, Jr.  
(Maker of trust or mortgage)

TO Sears, Roebuck and Company AS RECORDED IN  
(Trustees or mortgagee)

LIBER..... FOLIO.....

Mail To Reichelt, Nassbaum, Brown, Puxestka Placa  
P. O. Box 627, Greenbelt, MD 20770

Anne Arundel County  
Clerk of the Circuit Court  
P.O. Box 71  
Annapolis, Md. 21404

BOOK 514 PAGE 337

MARYLAND UNIFORM COMMERCIAL CODE - FORM UCC-3  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 260102  
RECORDED IN LIBER 494 FOLIO 090 ON 01/23/86 (DATE).

2. Name and address of Debtor(s) Baldwin Service Center, Inc. 41 Defense Hwy. Annapolis, Anne Arundel, Md. 21401	3. Name and address of Secured Party C.I.T. Corporation 1301 York Road Lutherville, Md. 21093
---	--

4. After recording, this statement is to be returned to C.I.T. Corporation at

RECORD FEE 10.00

#006380 C345 R03 111:38

07/09/87

OK

5. Maturity date of obligation (if any):

6. CHECK  FORM OF STATEMENT

A.  CONTINUATION - The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.

B.  PARTIAL RELEASE - From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.

C.  ASSIGNMENT - The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement described in Item 1 above. This assignment covers the collateral described in Item 8 below.

D.  TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.

E.  OTHER - \_\_\_\_\_ (State whether amendment, etc.)

7. Name and Address of Assignee:

8. Description of Collateral:

Dated \_\_\_\_\_

  
(Signature of Secured Party)

C.I.T. Corporation

(Type or Print Name of Secured Party on Above Line)

BOOK 514 p. 335

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR(S) (Last Name First) and ADDRESS(ES)

BAGDASIAN SR. MICHAEL W.  
116 PULLING HOUSE RD  
HARWOOD MD 20776  
579184416 AD

2. SECURED PARTY(IES) and ADDRESS(ES)

JOHN DEERE COMPANY  
P. O. BOX 4949  
SYRACUSE NY 13221

3. MATURITY DATE  
If Any: 26 APR 90

FOR FILING OFFICER (Date of Filing and Filing Office)  
DEFERRED FEE 10.00

POSTAGE 50  
#33916 0237 002 112137  
JUL 9 87  
CK

4. This statement refers to original Financing Statement bearing file No. 484-462-256497

Filed with ANNE ARUNDEL MD

Date Filed 26 APR 85

- 5.  CONTINUATION The original financing statement between the preceding Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  TERMINATION Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  ASSIGNMENT The Secured Party's right under the financing statement bearing file number shown above to the property described in item 10 have been assigned to the assignee whose name and address appears in item 10.
- 8.  AMENDMENT Financing Statement bearing file number shown above is amended as set forth in item 10.
- 9.  RELEASE Secured Party releases the collateral described in item 10 from the financing statement bearing file number shown above.

10.

TO

CLERK OF CIRCUIT CRT  
& UCC DIVISION  
ANNAPOLIS MD 21403

Number of Abstracts Shows Provided

20 MAY 87

JOHN DEERE COMPANY

By \_\_\_\_\_  
Signature(s) of Debtor(s) (Necessary only if item 8 is applicable)

By *[Signature]*  
Signature(s) of Secured Party(ies) MANAGER OF PROCESSING

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM 9003

209501

BOOK 514 PAGE 339

FINANCING STATEMENT

Loan AMt. \$13,650.00  
~~Not~~ subject to recordation tax

1. Name of Debtor: Northward Corp. TA Pasadena Rentals  
Address: 8004 Jumpers Hole Road  
Pasadena, Md. 21122

Filing Fees: \$108.05  
A.A. Co. Circuit Court

2. Name of Secured Party: Annapolis Banking & Trust Co.  
Address: J.P.O. Box 311  
Annapolis, Md. 21404

3. Name of Assignee: Annapolis Banking & Trust Co.  
Address: Annapolis, Maryland

RECORD FEE 12.00

RECORD TAX 98.00

POSTAGE .50

1405880 C345 R04 T14:00

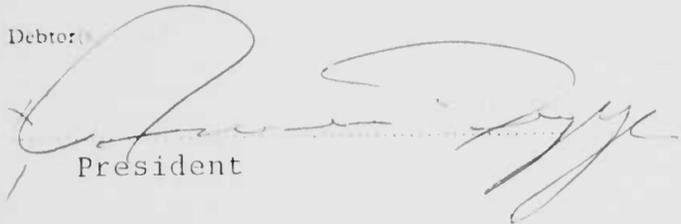
4. This Financing Statement covers the following types (or items) of property:  
1987 OMC 442 Mustang Loader Ser.#742-6000

07/09/87  
CK

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

The above-described goods are affixed or to be affixed to:

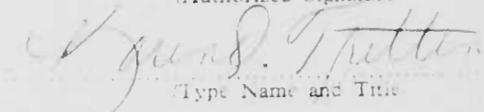
Debtor:

  
President

Secured Party:

Annapolis Banking & Trust Co.  
(Type Name of Dealership)

Karen Q. Trettin/Sr. Br. Officer  
(Authorized Signature)

  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

1200  
98-  
50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Benfield Service Center Inc.  
Address 317 Route # 3N, PO Box 249 Millersville, MD 21108

2. SECURED PARTY

Name Delta Leasing, Inc.  
Address 1 Eves Drive Suite 101 Marlton, NJ08053

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) Ernest Telecom Model 7D Coin operated telephone

RECORD FEE 11.00  
293509 1177 901 114849  
JUL 9 97  
CK

JUN 8 1987

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

K. Dale Williams, Jr.

[Signature]  
(Signature of Debtor) President

Benfield Service Center Inc.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Sharon M. Finnerty, V.P.

[Signature]  
(Signature of Secured Party)

Delta Leasing, Inc.

Type or Print Above Signature on Above Line

11

268510

BOOK 514 PAGE 341

This FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and Address(es) JOSEPH A. WALLACE, JR. 433 PARKER HILL ROAD EVANSTON, MD 21033	2 Secured Party(ies) Name(s) and Address(es) GREEN TREE ACCEPTANCE INC. 2200 SPITE BLVD WOODBRIDGE, VA 22191	3 <input type="checkbox"/> The Debtor is a transmitting utility 4 The Filing Office Date Time No Filing Office
---	---	---

5 This Financing Statement covers the following types of items of property:  
 1977 GAZONOR HOMES  
 70 x 14 SERIAL # 12PAP4762421017002  
 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND  
 APPURTANES THEREIN AND THEREON INCLUDING BUT NOT  
 LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S  
 SPECIFICATIONS AGREEMENT AND/OR RETAIL

Products of the Collateral are also covered

8 Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

6 A Signature of Secured Party and Address(es)

7  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
 \*(Describe Real Estate in Item 8)

9 Name of a Record Owner

No. & Street \_\_\_\_\_ Town or City \_\_\_\_\_ County \_\_\_\_\_ Section \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State

JOSEPH A. WALLACE, JR.

By Joseph A. Wallace, Jr. Signature(s) of Debtor(s)

By [Signature] Signature(s) of Secured Party(ies) (Required only if Item 10 is checked)

GREEN TREE ACCEPTANCE INC.

STATE OF MARYLAND

ANNE ARUNDEL

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200511

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated June 5, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Global Consulting Inc.

Address 13-J Aquahart Rd.; Glen Burnie, MD 21061

2. SECURED PARTY 1453 Evergreen Rd.; Severn, MD 21144

Name BORG-WARNER ACCEPTANCE CORP.

Address 10400 Connecticut Avenue, Suite 402, P.O. Box 285

Kensington, Maryland 20895

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 11.00  
POSTAGE .50  
JUL 9 1987  
CK

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All inventory of goods of whatever description held for sale or lease by the Debtor, now or hereafter owned, or now or hereafter in the possession, custody or control of Debtor, wherever located, together with all attachments, parts, accessories, additions and substitutions, including all returns and repossessions; all accounts, contract rights, chattel paper, and general intangibles now owned or hereafter existing in favor of or acquired by Debtor; all equipment, furniture and fixtures, wherever located, now owned or hereafter acquired or now or hereafter in the possession, custody or control of the Debtor and all replacements, substitutions and accessions thereto and thereof; and all proceeds from all or any part of the above described collateral including but not limited to insurance proceeds payable by reason of loss or damage to any of the collateral, cash, goods, equipment, instruments, accounts, chattel paper, contract rights, general intangibles, replacement inventory or otherwise. NOT SUBJECT TO RECORDATION TAX

Name and address of Assignee

CHECK THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

11.50

Max E. Hamby  
(Signature of Debtor)

MAX E. HAMBY, President  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BORG-WARNER ACCEPTANCE CORPORATION BY:

(Signature of Secured Party)

John S. Joseph, Asst. Branch Manager  
Type or Print Above Signature on Above Line

800# 514 F# 343

208512

The FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name, First and Address(es)) RAYMOND C. BOYER PHYLLIS BOYER 490 PATUXENT ROAD MHP #21 ODDENTON MD 21113		2. Secured Party(ies) Name(s) and Address(es) GREEN TREE ACCEPTANCE INC. 2200 OPITZ BLVD ; #245 WOODBRIDGE, VA 22191		3. <input type="checkbox"/> The Debtor is a transmitting utility	
				4. For Filing Office: Date, Time, No. Filing Office RECORD FEE 12.00 323424 OTT RM 715-23 JUL 9 87	
5. This Financing Statement covers the following type(s) for item(s) of property: 1984 IMPERIAL REGAL 70 X 14 SERIAL # REGAL40684135 "AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL			6. Assignee(s) of Secured Party and Address(es) CK		
<input type="checkbox"/> Product <input type="checkbox"/> Invoice and/or Purchase Agreement and/or Retail			7. <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or materials or the like (including oil and gas) is on * *(Describe Real Estate in Item 8.)		
<input checked="" type="checkbox"/> Describe Real Estate Here: <input type="checkbox"/> This statement is to be indexed in the Real Estate Records.			9. Name of Record Owner		
No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> when a proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> all to which the filing has lapsed, or <input type="checkbox"/> already subject to a security interest in another jurisdiction <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State.					
11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean: <input type="checkbox"/> Consignee(s) and Consignor(s), or <input type="checkbox"/> Lessee(s) and Lessor(s)					
RAYMOND C. BOYER		PHYLLIS BOYER		GREEN TREE ACCEPTANCE INC.	
By <i>Raymond C. Boyer</i> Signature(s) of Debtor(s)		By <i>Phyllis C. Boyer</i> Signature(s) of Secured Party(ies) (Required only if Item 10 is checked)			

(3-83) (1) FILING OFFICER COPY - NUMERICAL  
STANDARD FORM - FORM UCC 1 - Approved by Secretary of Commonwealth of Pennsylvania

BOOK 514 PAGE 344

208513

The FINANCING STATEMENT is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and Address(es) Gregory J. & Victor G. Hinkleman T/A Hinkleman Shell 463 N. Camp Meade Road Linthicum, MD 21090		2. Secured Party(ies) Name(s) and Address(es) DaLa Co., Inc. 14 Greenfield Road Lancaster, PA 17602		3. <input type="checkbox"/> The Debtor is a transacting entity
5. This Financing Statement covers the following types (or items) of property 1 Stoelting Model 2131 Ice Cream Machine Serial #137204JB The equipment is owned by Secured Party and leased to Debtor under a lease dated 6-1-87; such equipment to be located at the real estate described below <input checked="" type="checkbox"/> Products of the Collateral are also covered		6. Assignee(s) of Secured Party and Address(es) #23434 CT 77 RD 1188		4. For Filing Office: Date, Time, No. Filing Office RECORDED FEE 13.00 JUL 9 87
8. Describe Real Estate Here: *Recorded to publicize lease of equipment, not to perfect a security interest. NOT SUBJECT TO RECORDATION TAX		9. Name of a Record Owner: County Annarundle		7. <input type="checkbox"/> The described goods are growing or to be grown on. <input type="checkbox"/> The described goods are or are to be affixed to. <input type="checkbox"/> The goods are or are to be interests in the like (including oil and gas) or on. *(Describe Real Estate in Item 8)
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box): <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has been made, <input type="checkbox"/> already subject to a security interest in another jurisdiction, <input type="checkbox"/> when the Collateral was brought into this state, or <input type="checkbox"/> when the Debtor's location was changed to this State		11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall (respectively) mean: <input type="checkbox"/> Assignee(s) and Endorsers of <input checked="" type="checkbox"/> Lessor(s) and Lessee(s)		

Gregory J. & Victor G. Hinkleman  
T/A Hinkleman Shell  
By Victor G. Hinkleman  
Signature(s) of Debtor(s)

DaLa Co., Inc.  
By Paul Hinkleman  
Signature(s) of Secured Party(ies)  
(Required only if item 10 is checked)

(5/83) 135 STANDARD FORM—FORM UCC 1—Approved by The Secretary of The Commonwealth of Pennsylvania  
DUPLICATE COPIES—NO FEE—NUMERICAL

514 345

208514

FINANCING STATEMENT FORM UC 7-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Peter T. Lewis

Address 2301 Connecticut Ave., N. W. Apt. 3B, Washington, D. C. 20008

2. SECURED PARTY

Name First Commercial Corp.

Address 303 Second St., Annapolis, Md. 21403

RECORD FEE 11.00  
FILING FEE .50  
JUL 9 87  
OK

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1987 Searay, 340 Sundancer, Hull No. SERF8169C787 with 1987  
1987 Mercruiser engines, 340 hp gas, serial nos. P: B630094  
S: B654556

ASSIGNEE: SOCIETY FOR SAVINGS  
1290 Silas Deane Hwy.  
Wethersfield, Ct. 06109

ANCHORAGE: Edgewater, Md.

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

*Peter T. Lewis*  
(Signature of Debtor)

Peter T. Lewis

Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

(Signature of Debtor)

Type or Print Above Signature on Above Line

FIRST COMMERCIAL CORPORATION

*Joseph Faust*

(Signature of Secured Party)

Type or Print Above Signature on Above Line

11-80

Anne Arnold

STATE OF MARYLAND

BOOK 514 PAGE 340

FINANCING STATEMENT FORM UCC-1

Identifying File No. 200515

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 75,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated 5/29/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Morley Enterprises, Inc., A Michigan Corporation
Address 18577 E. 9 Mile Road, East Detroit, Michigan 48021

2. SECURED PARTY

Name Michigan National Bank
Address 300 River Place, Suite 6000, Detroit, Michigan 48207

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)
The collateral as more fully described in the attached Exhibit "A", including any proceeds, and including those items described in Schedule I of Exhibit "A".

Name and address of Assessor:
MICHIGAN FEE 13.00
POSTAGE .50
#23426 DTI R01 715#25
JUL 9 87

(A) All accounts, documents, chattel paper, instruments, contract rights, general intangibles, choses in action, (B) inventory, goods, (C) equipment, including all machinery, furniture, furnishings, and vehicles (described below), (D) and those specific items set forth below, (E) together with all accessories, parts, attachments and accessories used or intended for use in connection therewith, as now owned or hereafter acquired and proceeds, proceeds of hazard insurance, products, and eminent domain or condemnation awards of all of the foregoing.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Morley Enterprises, Inc., A Michigan Corporation

Signature of Debtor: Thomas Morley, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Thomas Morley, President

Type or Print Above Signature on Above Line

Handwritten initials: 13, 50

Michigan National Bank

Signature of Secured Party: Ronald W. Lech, Second Vice President

Type or Print Above Signature on Above Line

514 317

EXHIBIT A  
TO FINANCING STATEMENT (UCC-1/UCC-1A) BY

Norley Enterprises, Inc., A Michigan  
Corporation

This Financing Statement covers the following types (or items) of property (hereinafter referred to as the Collateral):

- (a) All supplies, equipment and fixtures described in Schedule 1 attached hereto and incorporated by reference herein, and including all accessions, parts attached thereto or used or intended to be used in connection therewith and all books, records, instruments and documents relating thereto, and all substitutions of, improvements to and replacements of as well as all additions to the foregoing, whether now owned or hereafter acquired by the Debtor;
- (b) Proceeds, and proceeds of hazard insurance and eminent domain or condemnation awards with respect to the foregoing. In addition thereto, any and all deposits or other sums at any time credited by or due from Secured Party to Debtor and any and all instruments, documents, policies and certificates of insurance, securities, goods, accounts receivable, choses in action, chattel paper, cash, property and the proceeds thereof (whether or not the same are Collateral or Proceeds thereof hereunder) owned by Debtor or in which Debtor has an interest, which are now or at any time hereafter in possession or control of Secured Party or in transit by mail or carrier to or from Secured Party or in possession of any third party acting on Secured Party's behalf, without regard to whether Secured Party received the same in pledge, for safekeeping, as agent for collection or transmission or otherwise, or whether Secured Party has conditionally released the same (excluding, nevertheless, any of the foregoing assets of the Debtor which are now or at any time hereafter in possession or control of Secured Party under any written trust agreement wherein Secured Party is trustee and Debtor is trustor);

The real estate upon which the collateral is now or may hereafter be located is commonly known as Northway Shopping Center, Store Number 20, 8265 Route 3 North, Millersville, Maryland 21108

INITIAL HERE  
T.M.M.  
INITIAL HERE



- 1 40" Refrigerator w/overshelf & racks
- 1 30" Refrigerator w/overshelf & racks
- 1 20" Refrigerator w/overshelf & racks
- 1 Pizza Pride sneeter
- or
- 1 Anets sneeter
- 1 3-compartment vegetable sink w/faucet
- 1 3-compartment sink
- 1 14" faucet w/pre-rinse
- 1 hand sink w/faucet
- 12 zinc shelves w/ 8 wall standards
- 14 polyguard shelves w/ 4 upright standards
- 16 76" posts
- 1 dunage platform
- 6 stainless steel worktables w/ casters
- 1 Pizza Pride Electric Oven or
- 1 Pizza Pride Gas Oven or
- 1 Middleby-Marshall Gas Oven
- oven exhaust fans, ductwork & curbs
- 1 oven parts kit
- 1 Amana Microwave (RC6PB)
- 1 VCM-40-220 V Berkel Mixer
- 1 Northland Frost Free Freezer
- 1 Proofer cabinet
- 1 Manitowoc Ice machine w/bin
- 1 Vollrath walk-in cooler w/compressor
- 1 floor safe
- 1 Menuboard w/companion board
- 1 Acroprint Time Clock w/card racks
- 2 RC Allen cash registers
- or
- 2 Sharp cash registers
- Signage, wall lettering, murals & logos
- Fire resistant panelling
- Standard LC counter systems
- Wood benches
- Canvas menudrops
- Warming lights
- 1 EL-32C Cono Cup Dispenser
- 2 EL-30 Cup dispensers w/ collars
- 1 EL-16C Cono Cup dispenser
- 4 RA-70 ER 24 Dough racks
- 96 18" x 26" alum. dough trays or
- 96 Camlite yellow dough trays
- 50 10" pizza pans
- 75 12" pizza pans
- 125 14" pizza pans
- 6 sandwich pans
- 24 bread pans
- 3 10" sauce templates
- 3 12" sauce templates
- 3 14" sauce templates
- 3 pan grippers
- 3 pizza cutters

- 1 12" wood handled fork
- 1 1/2 gal. measuring cup
- 1 1/2 gal. measuring pitcher
- 1 R.M. 8-oz. clear floor scoop
- 2 medium cheese cups
- 2 large cheese cups
- 2 cornmeal shakers
- 1 lexan cheese shakers
- 2 6" clear squirt bottles
- 4 R.M. 1 1/4 qt. clear containers w/lids
- 14 cambro 1/6 6" deep pans w/lids
- 14 cambro 1/6 4" deep pans w/lids
- 13 cambro 1/3 6" deep pans w/lids
- 12 cambro 1/2 6" deep pans w/lids
- 24 cambro full 6" deep pans w/lids
- 4 12qt. containers w/lids
- 3 22qt. containers w/lids
- 1 22qt. containers w/ spigot & lid
- 2 60 qt. S.S. crocks w/lids
- 1 11 qt. collander
- 1 R.M. 9 1/4" scraper
- 1 R.M. 13 1/4" scraper
- 3 3" pastry brushes
- 2 6" dough cutters
- 1 Keen Cutters
- 1 Ekco ladle
- 3 Ekco nylon servers
- 1 2oz. s.s. ladle
- 1 24oz. s.s. ladle
- 2 3 1/4" paring knives
- 1 10" cooks' knife
- 1 double handled cheese knife
- 1 24" french wire whip
- 3 6oz. clear bar scoops
- 1 30" ticket minder
- 2 44" ticket minders
- 4 refrigerator/freezer thermometers
- 2 32oz. Homs scales
- 1 40 lb. Homs scale
- 1 Edlund can opener
- 1 Senior slice chief w/wedge
- 3 check spindles
- 6 12" adaptor bars
- 1 Nomad floor mat
- 1 10 gal. Brute container w/lid
- 1 sand urn w/top
- 3 liquid hand soap dispensers
- 3 roll towel dispensers
- 1 18 qt. step on container
- 6 oven mitts
- 1 14" x 43" prep cable rack
- 2 32 gal. Brute containers w/lids
- 1 55 gal. Brute container w/lid
- 1 55 gal. dolly
- 1 dust pan
- 1 mop bucket w/ wringer
- 1 14" window squeege & brush
- 1 handle for brush & squeege
- 1 push broom w' handle
- 1 oven broom
- 2 warehouse brooms

T.M.M.      \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
 initials      initials      initials      initials

514 349

289516

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)  
Anderson, Ritchie & Rhonda  
417 Forest Beach Road  
Annapolis, Md 21401

2 Secured Party(ies) and address(es)  
U.S. Energy Conservation Corp.  
6911 Richmond Highway  
Alexandria, Virginia 22306

For Filing Officer (Date, Time, Number and Filing Office)

RECORD FEE 12.00  
POSTAGE .50  
RECORDED BY 715-26  
JUL 9 87  
CK

4 This financing statement covers the following types (or items) of property

6 replacement windows  
CONDITIONAL SALES CONTRACT  
TAX EXEMPT

5 Assignee(s) of Secured Party and Address(es)  
Barclays American/Fin.  
424 Maple Avenue East  
Vienna, Virginia 22180

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented

Filed with ANNE ARUNDEL COUNTY

X *[Signature]*  
By X *[Signature]*  
Signature(s) of Debtor(s)  
RHONDA R ANDERSON

U.S. ENERGY  
By *[Signature]*  
Signature(s) of Secured Party(ies)  
JOHN DOEBNER

STANDARD FORM - FORM UCC-1.  
17 50

FINANCING STATEMENT

~~(Continuation - Termination - Assignment - Partial Release)~~

This Financing Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

Record:  Land  Financing Statement } Liber 475 Folio 331 File No. 252891  
Date of Financing Statement July 27, 1984

NAME	ADDRESS
1. Debtor(s) (or assignor(s))	No. Street City State
M & V Construction Corporation	Box J Bowie Maryland 20715
	actual address: 7 Village Green, Crofton, Maryland 21114
2. Secured Party (or assignee) formerly known as Suburban Bank	
SOVRAN BANK / MARYLAND	6610 Rockledge Drive, Bethesda, MD 20817

CHECK  THE LINES WHICH APPLY

- 3.  A. Continuation. The original financing statment between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.
- B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number above shown.
- C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the File Number shown above:

RECORDED FEE 10.00  
253431 CITY RD 7/15/87  
JUL 9 87

- D. Partial Release. The Secured Party releases from the collateral described in the Financing Statement bearing the File Number above shown, the property hereinafter described:

Dated: June 16 19 87

Secured Party:  
SOVRAN BANK / MARYLAND

By: Betty L. Talbott

Type Name Betty L. Talbott

Title Commercial Loan Operations Officer

10

FINANCING STATEMENT

514 351

208513

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax. FILED ONLY TO PUBLICIZE A LEASE OF INVENTORY AND NOT TO CREATE A SECURITY INTEREST.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

5. Debtor(s) Name(s) / Lessee Address(es)

Crescent Financial, Inc. PO Box 6609  
1623 Forest Drive  
Annapolis, MD 21401

6. Secured Party / Lessor Address

Diversified Leasing, Inc. 2024 West Street  
Annapolis, Maryland 21401  
Attention: Margaret A. Bracone  
(Type name & Title)

RECORD FEE 11.00  
STAMP FEE .50  
TOTAL 11.50  
JUL 9 87  
CK

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:
- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
  - B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
  - C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
  - E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be cross on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

CRESCENT FINANCIAL, INC.  
Debtors

Susan S. Mills, President (Seal) \_\_\_\_\_ (Seal)  
\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

Mr. Clerk, Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

2-3320 (2/85)

11/50

BOOK 514 - 352

208519

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) William Grierson /d/b/a Grierson's Head Service & Machine Shop 1821 George Ave Annapolis, MD 21401	2. Secured Party(ies) and address(es) Cap-Co Leasing Company 1430 North Meacham Road Schaumburg, IL. 60173	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 12.00 208433 0777 R01 715:23 JUL 9 81 OK
4. This financing statement covers the following types (or items) of property:  1 Master Tool Belt Resurfacer Model # BS-10  **Not subject to recordation tax** C/S/C		5. Assignee(s) of Secured Party and Address(es)  Capitol Leasing Company 1430 N. Meacham Rd. Schaumburg, IL 60195

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

William Grierson d/b/a  
Grierson's Head Service & Machine Shop

Cap-Co Leasing Company

*William R. Grierson*  
Signature(s) of Debtor(s)

William Grierson  
owner

By: *Barb Kelly*  
Signature(s) of Secured Party(ies)

Barb Kelly  
Asst. Treas.

(1) Filing Officer Copy - Alphabetical

18  
STANDARD FORM - FORM UCC-1.

514 353

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Westinghouse Electric Corp. Rt. 22/30 and McKee Road Oakdale, PA 15071	2. Secured Party(ies) and address(es) ChemCredit, Inc. 55 Water Street New York, NY 10087 #8508-097-098	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)  RECORD FEE 10.00 251811 BK472 PG 557 JUL 9 87 OK
4. This statement refers to original Financing Statement bearing File No. <u>#15430</u> <u>251811 BK472 Pg 557</u> Filed with <u>ANNE ARUNDEL COUNTY, MD</u> Date Filed <u>04/27/</u> <u>1984</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented:

By: \_\_\_\_\_ Signature(s) of Debtor(s) (necessary only if Item B is applicable).

Authorized By: ChemCredit, Inc.  
Ann R... Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

BOOK 514 PAGE 354

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3. Maturity date (if any)

1. Debtor(s) (Last Name First) and address(es)  
Diamond Page International Corp.  
713 East Genesee Street  
Syracuse, NY 13210

2. Secured Party(ies) and address(es)  
ChemCredit, Inc.  
55 Water Street  
New York, NY 10087  
#8508-097, 098

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
JUL 9 87  
CK

251 820 BOOK 472 PG 572

Refer to original Financing Statement bearing File No. # 15466  
CIRCUIT COURT, ANNE ARUNDEL COUNTY, MD Date Filed 04/27/ 19 84

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

No. of additional Sheets presented:

ChemCredit, Inc.

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

Authorized By: *Anne Rice*

Signature(s) of Secured Party(ies)

STANDARD FORM FORM UCC-3

10

514 FILE 355

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL, RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 191685  
RECORDED IN LIBER 331 FOLIO 16 ON 01/06/75 (DATE)

1. DEBTOR

Name J.P. Fuller, Inc.  
Address 1812 S. Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Ariens Credit Corporation  
Address Suite 201, 1033 Sumner Avenue  
Whitehall, PA 18052  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  AMENDMENT</p>
<p>Please amend Debtor's address to include: Cloverleaf Business Park 8205 Cloverleaf Drive Millersville, MD 21108</p> <p>Also, amend Secured Party's address to read: One Imperial Way, Suite C-106 P.O. Box 99 Fogelsville, PA 18051</p>	

CHECK  FORM OF STATEMENT

x Joseph Fuller  
Joseph Fuller

Dated 6-9-87

R.D. Knapp  
(Signature of Secured Party)  
R.D. Knapp/Account Manager  
Type or Print Above Name on Above Line

RECORDED FEE 10.00  
TAX FEE .50  
202441 CTT 801 713442  
JUL 9 87  
CK

1650

BOOK 514 PAGE 358

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

Furnival Machinery Co.  
2240 Bethlehem Pike  
Hatfield, PA 19440

2. Secured Party(ies) and address(es)

Komatsu America Corp.  
1900 Powell Street  
Emeryville, CA 94662

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
023604 CIV 801 715-44  
JUL 9 '87  
OK

4. This statement refers to original Financing Statement bearing File No. Liber 483 Page 215 255849 06027  
Filed with Circuit Court Date Filed March 11 1985

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

Please amend Secured Party's address to read:  
4275 Shackleford Rd.  
Norcross, GA 30093-2979

No. of additional Sheets presented:

Furnival Machinery Co.

Komatsu America Corp.  
by Chrysler First Diversified Credit  
Inc., Attorney-in-Fact

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: James C. Swindon  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

106  
STANDARD FORM - FORM UCC-3



BOOK 514 PAGE 35

288521

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 06/12/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Vincent R. Hewitt  
Address 8892 Fort Smallwood Road, Pasadena, MD 21122 (Anne Arundel Co.)

2. SECURED PARTY

Name Vernon E. Stup Co.  
Address P.O. Box 3598, Frederick, MD 21701

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 New Case 580K Loader/Backhoe  
S/N - 17417913
- 1 Used Case 1845C Unloader  
S/N - 9893777

Name and address of Assignee

RECORDED FE 11.00  
JUL 9 1987  
CK

CHECK  THE LINES WHICH APPLY

- 6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Assignee(s) of Secured Party and Address(es)  
J. I. GASE CREDIT CORP.  
5790 Widewaters Parkway  
Syracuse, N.Y. 13214

Vincent Hewitt  
(Signature of Debtor)

Vincent Hewitt  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Dwayne V. Stup  
(Signature of Secured Party)

Dwayne V. Stup  
Type or Print Above Signature on Above Line



BOOK 514 18-059

268525

		<b>Maryland Financing Statement</b> <small>All information must be typewritten or printed in ink.</small>		File No.
(Not to Be) (To Be) Recorded in the Land Records. <sup>§</sup> <small>strike inapplicable words</small>				
Debtor(s) Name(s) and Address(es)  Revere Printing Inc. 8234 Telegraph Road Odenton, Maryland 21113		Secured Party Name and Address  Heidelberg Eastern, Inc. 73-45 Woodhaven Blvd. Glendale, New York 11385		
Assignee of Secured Party <del>XXXXXXXXXXXXXXXX</del> The CIT Group/Equipment Financing, Inc. 709 Westchester Ave. White Plains, NY 10604		The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.		
This Financing Statement covers the following types (or items) of property: <small>Describe fully, giving Year and Make, Model, Motor or Serial No., etc.</small>  One (1) New Stahl Folder Model B-22 4/4/4F with Pile Feeder, Stahl Counter, and Stahl Trim Kit.  Debtor not authorized to sell or otherwise dispose of or encumber the collateral.				
Proceeds of collateral are also covered.				
§ If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)				
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____				
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.				
Debtor(s) <u>Revere Printing Inc.</u>		Secured Party <u>Heidelberg Eastern, Inc.</u>		
By <u>Norman C Myers</u> Title <u>President</u>		By <u>Mary Krisher</u>		
<small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small> <u>NORMAN C MYERS</u>		<u>Mary Krisher - Asst. Secretary</u>		
Type or print name(s) of person(s) signing		Type or print name of person signing		
5 SA 989D				

RECORD FEE 11.00  
 POSTAGE .50  
 1823446 CIT 801 715448

JUL 9 87  
 CR

1150

BOOK 514 PAGE 380

268526

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

The Debtor is a transmitting utility

1. Debtor(s) (Last Name First) and Address(es)

MARY D. BONIN  
DAROLYN C. BONIN  
1 NORTH CAROL STREET  
LAUREL MD 20707

2. Secured Party(ies) Name(s) and Address(es)

GREEN TREE ACCEPTANCE INC.  
2200 BRITS BLVD / #240  
WOODBRIDGE, VA 22191

4. For Filing Officer Date, Time, No. Filing Office

RECORD FEE 12.00  
POSTAGE .50  
#23447 0717 801 715449

5. This Financing Statement covers the following type(s) of item(s) of property

1974 WOLFE BY DUNHILL  
44 X 24 SERIAL # 204174  
TAND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND  
APPURTANANCES THEREIN AND THEREON, INCLUDING BUT NOT  
LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S  
PRODUCT AND/OR PURCHASE AGREEMENT AND/OR RETAIL

Products of the Collateral are also covered

6. Assignee(s) of Secured Party and Address(es)

THE  
9-87  
CK

8. Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9. Name of a Record Owner

The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
\*(Describe Real Estate in Item 8)

No. & Street Town or City County Section Block Lot

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)

- which is proceeds of the original Collateral described above in which a security interest was perfected, or
- acquired after a change of name, identity or corporate structure of the Debtor, or
- as to which the filing has lapsed, or
- already subject to a security interest in another jurisdiction
- when the Collateral was brought into this State, or  when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean

- Consignee(s) and Consignor(s), or
- Lessee(s) and Lessor(s)

MARY D. BONIN

DAROLYN C. BONIN

GREEN TREE ACCEPTANCE INC.

*Mark O. Bo*

*Darolyn C. Bonin*

By

*[Signature]*

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies)

(Required only if Item 10 is checked)

(3-83)

(1) FILING OFFICER COPY - NUMERICAL

STANDARD FORM - FORM UCC 1 - Approved by Secretary of Commonwealth of Pennsylvania

514 361

### FINANCING STATEMENT AND SECURITY AGREEMENT

File No.  
268533

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<b>1. DEBTOR(S) and Address(es): (last name first)</b> Carpet & Furniture Wholesalers Robert V. Rood 7633 Balto.-Annapolis Blvd. Glen Burnie, Md. 21061	<b>2. SECURED PARTY</b> THE ZAMOISKI CO. 3000 Waterview Ave. Baltimore, Md. 21230
---	--

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

RECORD FEE 11.00  
STAMPAGE .50  
... 077 001 715-51  
JUL 9 87  
OK

DEBTOR:

SECURED PARTY:

Carpet & Furniture Wholesalers  
(Type Name)

THE ZAMOISKI CO.

By: X R V Rood (SEAL)

By: John M...

By: \_\_\_\_\_ (SEAL)

4/14 19 87  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any. MD, VA, DC, PA - Inventory

11/50

Clerk of the Circuit Court  
ANNE ARUNDEL COUNTY  
P.O. Box 71  
Annapolis, Maryland 21404

MARYLAND UNIFORM COMMERCIAL CODE - FORM UCC-3  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 216036  
RECORDED IN LIBER 496 FOLIO 213 ON 03/27/86 (DATE)

<p>2. Name and address of Debtor(s) Baldwin Service Center, Inc. Defense Hwy., RTS 450 @ 178 Annapolis Junction, Anne Arundel, Maryland 21401</p>	<p>3. Name and address of Secured Party C.I.T. Corporation 1301 York Road Lutherville, Maryland 21093</p>
---	---

4. After recording, this statement is to be returned to The CIT Group/Equipment Financing, Inc. at

5. Maturity date of obligation (if any):

RECORD FEE 10.00

#006560 0040 R03 116:18

07/09/87

6. CHECK  FORM OF STATEMENT

- A.  CONTINUATION - The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.
- B.  PARTIAL RELEASE - From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.
- C.  ASSIGNMENT - The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement described in Item 1 above. This assignment covers the collateral described in Item 8 below.
- D.  TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.
- E.  OTHER - \_\_\_\_\_ (State whether amendment, etc.)

7. Name and Address of Assignee:

8. Description of Collateral:

Dated \_\_\_\_\_

*[Signature]*  
(Signature of Secured Party)

C.I.T. Corporation  
(Type or Print Name of Secured Party on Above Line)

514 100300

208500

FINANCING STATEMENT FORM UCC-1  
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. \_\_\_\_\_  
SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
non tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded  
in land records check here

This financing statement Dated May 26, 1987 is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name Ricky S. Goldman and Deborah J. Goldman  
Address 9604 Wadsworth Dr., Bethesda, Md. 20817

2. SECURED PARTY

Name First Commercial Corporation  
Address 303 Second St., Annapolis, Md. 21403

RECORD FEE 12.00  
POSTAGE .50  
208698 0777 R01 TOP:18  
MAY 10 87

CK

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1984 Catalina, 30, Hull No. CTYN3676M84H with 1984 Universal diesel 14 hp, serial  
no. 420316

ASSIGNEE: SOCIETY FOR SAVINGS  
1290 Silas Deane Highway  
Wethersfield, Ct. 06109

ANCHORAGE: Annapolis, Md.

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Ricky S. Goldman  
(Signature of Debtor)

Ricky S. Goldman  
Type or Print Above Name on Above Line

Deborah J. Goldman  
(Signature of Debtor)

Deborah J. Goldman  
Type or Print Above Signature on Above Line

FIRST COMMERCIAL CORPORATION  
[Signature]  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

1250

Ampl Annot

514 384

203529

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<b>1 Debtor(s) (Last Name First) and Address(es)</b> HUTZLER BROTHERS COMPANY One East Joppa Road Towson, Maryland 21204 CONSIGNEE	<b>2 Secured Party(ies) and Address(es)</b> SCHOTTENSTEIN STORES CORP. 1800 Moler Road Columbus, Ohio 43207 CONSIGNOR	<b>3 For Filing Officer</b> (Date, Time, Number, and Filing Office)
--	---	--

4 This financing statement covers the following types (or items) of property:

See Exhibit A attached.

RECORD FEE 11.00  
 POSTAGE .50  
 REC'D 0777 R01 109420  
 JUL 10 87

X Proceeds of Consigned Merchandise are also covered.

Check  if covered:  Products of Collateral are also covered No. of additional sheets presented:

Filed with Clerk of Circuit Court, Anne Arundel County, Maryland  
 (USE WHICHEVER SIGNATURE LINE IS APPLICABLE)

HUTZLER BROTHERS COMPANY, CONSIGNEE SCHOTTENSTEIN STORES CORP., CONSIGNOR

By: David C. Gault Signature(s) of Debtor(s) By: Thomas R. Keeler Signature(s) of Secured Party(ies)

STANDARD FORM -  
 UNIFORM COMMERCIAL CODE - UCC-1

This form of financing statement is  
 approved by the Secretary of State

Revised, Am. S.B. 161, Eff. 3/15/82  
 anderson publishing co. cincinnati, ohio 45201

EXHIBIT A

Inventory and related items consigned to Consignee, for sale in stores of Hutzler Brothers Company listed below, by Consignor, Schottenstein Stores Corporation, pursuant to a Consignment Agreement executed on or about June 1, 1987 between Consignor and Consignee. Ownership of and title to the items/property consigned and the proceeds therefrom belongs to and shall remain at all times in Consignor, Schottenstein Stores Corporation.

Locations

Towson Store  
Dulaney Valley & Joppa Roads  
Towson, Maryland 21204

Eastpoint Store  
7835 Eastern Avenue  
Baltimore, Maryland 21224

White Marsh Store  
8200 Perry Hall Boulevard  
Baltimore, Maryland 21236

Harundale Store  
100 Harundale Mall  
Glen Burnie, Maryland 21061

Security Square Mall  
6901 Security Boulevard  
Baltimore, Maryland 21207

514 514 365

208530

Buyer's (Debtor's) Name (Last name first) <b>Griffith, Paul</b>	Purchaser's Mailing Address <b>5514 Greenock Rd, Lothian, Md. 2071</b>	Zip Code
Buyer's (Debtor's) Name (Last name first)	Purchaser's Mailing Address	Zip Code
Seller's Name <b>Chaires Pros. Equip., Inc.</b>	Seller's Address <b>P.O. Box 258, Queen Anne, Md. 21657</b>	Zip Code

BUYER'S SOC. SEC. NO. (First Signer) 214-46-2087

**DEBTOR GRANTS SECURED PARTY A SECURITY INTEREST IN THE PROPERTY DESCRIBED BELOW:**

QTY	N=New U=Used	Manufacturer	MODEL	GOODS (Equipment)	Serial No.
1	N	JD	216	L. & G. Tractor	M00216T420964
1	N	JD	46	Mid-Mount Mower	M00673X558691

RECORD FEE 11.00  
 POSTAGE 50  
 #36024 0237 BOX 111:52  
 JUL 10 87  
 CK

**FINANCING STATEMENT  
FOR FILING**

This statement is not to be recorded among the Land Records.

**CHECK X ITEMS WHICH APPLY**

- (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name of record owner)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name of record owner)
- Proceeds of collateral are also covered.
- Products of collateral are also covered.

Transaction (is) (is not) subject to recordation tax imposed by Article 81, Sections 277 & 278. Principal amount of debt initially incurred \$ \_\_\_\_\_

The seller (secured party) has assigned his rights hereunder to: **John Deere Company**  
POB 65090  
WEST DES MOINES, IA 50265

**NOTE** - Type name under each signature and if company, type name of company and name and title of authorized signer.

Mail to: **John Deere Company**  
P.O. Box 585 4949  
Syracuse, N.Y. 13201 13221

ANNAPOLIS

Debtor resides in Annapolis, Md. (County) (State) Note dated and signed 1/20/87 (Date) Debtor's Telephone No. (301)741-9122

*Paul Griffith*  
(Debtor's Signature)

(Seller's Name)

(Debtor's Signature)

Seller's (Secured Party) Signature

(Do not write below this line)





Anne Arundel Co., Md

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 514 PAGE 358

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 208532

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated June 23, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code. "Transaction not subject to recordation tax"

1. DEBTOR

Name The Melart Jewelers, Inc.  
Address 8700 Georgia Avenue, Silver Spring, Maryland 20910

2. SECURED PARTY

Name Equitable Bank, N.A.  
Address 6100 Executive Boulevard, Suite 300

Rockville, Maryland 20856  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) June 23, 1992

4. This financing statement covers the following types (or items) of property: (list)

All inventory owned by debtor; all accounts receivable and contract rights of debtor; all chattel paper and instruments evidencing any obligation to debtor for payment for goods sold or leased or services rendered; all interest of debtor in any goods the sale or lease of which shall have given or shall give rise to, and in all guaranties and other property securing the payment or performance under any accounts receivable, contract rights or any such chattel paper or instruments.

Name and address of Assignee

CHECK THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Albert A Foer, Chairman  
(Signature of Debtor)

ALBERT A. FOER  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Brian K Tracey  
(Signature of Secured Party)

BRIAN K TRACEY  
Type or Print Above Signature on Above Line

RECORD FEE 11.00  
POSTAGE 50  
TOTAL 11.50  
JUN 30 1987  
CK

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 251111 recorded in Liber 471 Folio 217-219 on 3/5/84 at Anne Arundel County

1. DEBTOR(S) R. Ronald & Mary L. Sinclair  
A. Michael & Juanita Chapdelaine  
 ADDRESS(ES) 6 Village Green, Crofton, MD 21114

2. SECURED PARTY: MARYLAND NATIONAL BANK, ATTENTION: \_\_\_\_\_  
 ADDRESS: MAILSTOP \_\_\_\_\_ Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above): \_\_\_\_\_

Check mark below indicates the type and kind of Statement made hereby (Check only one Box)

3.  CONTINUATION: The original Financing Statement referred to above is still effective.

4.  TERMINATION: The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5.  ASSIGNMENT: The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6.  AMENDMENT: The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is  
 a.  Not subject to Recordation Tax  
 b.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

7.  RELEASE: (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. \_\_\_\_\_

RECORDED FEE 10.00  
FILING FEE .50  
0345 R01 114:45  
JUL 10 87  
CK

DEBTOR(S) \_\_\_\_\_  
(Signature necessary only where applicable)

BY \_\_\_\_\_ (SEAL)

BY \_\_\_\_\_ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY Maryland National Bank  
BY [Signature] (SEAL)

Mark T. Blizzard, Vice President  
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

10  
2

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Maturity date (if any): \_\_\_\_\_

RECORD FEE 10.00  
SERVICE CHARGE .50  
TOTAL 10.50  
NOV 15 1982  
NOV 10 1982

1. Debtor(s) (Last Name First) and address(es)	2. Secured Party(ies) and address(es)	3. For Filing Officer (Date, Time, Number, and Filing Office)
<u>CJ's Wine &amp; Spirits</u>	<u>Farmers National Bank of MD</u>	<u>Nov. 3, 1982 11:08AM</u>
<u>945 West Street</u>	<u>5 Church Circle</u>	<u>2593 ID 199725 Film 2559</u>
<u>Annapolis, MD 21401</u>	<u>Annapolis, MD 21401</u>	<u>St. Dept. of Assessment and Taxation</u>
<u>and its successor,</u>	_____	_____
<u>CJ's Saloon T/A CJ's Inc.</u>	_____	_____
<u>2301 Katcef Ave.</u>	_____	_____
<u>Annapolis, 21401</u>	_____	_____

This statement refers to original Financing Statement No. 199725 BK #45574 307

Dated 3 November, 19 82.  
26 OCT                      19 82

A. Continuation. . . . .  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release. . . . .  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment. . . . .  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:

ASSIGN TO: Atlantic, Inc.  
and John K. Clifford

All Accounts, Inventory and Equipment now owned or hereafter acquired.

Farmers National Bank of Maryland  
BY: [Signature]  
(Signature of Secured Party)

For value received I hereby assign all right, title and interest to First National Bank of Maryland.  
[Signature]  
John K. Clifford, Individually and for Atlantic, Inc.

Dated: 30 March, 19 87

STATE OF MARYLAND

Anne Arundel County

BOOK 514 PAGE 371

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249935

RECORDED IN LIBER \_\_\_\_\_ FOLIO \_\_\_\_\_ ON 11/25/83 (DATE)

1. DEBTOR

Name UNITED PRESS INTERNATIONAL, INC.  
750 Old Hickory Boulevard, Brentwood Commons  
Address Brentwood, TN 37027

2. SECURED PARTY

Name FOOTHILL CAPITAL CORPORATION  
9911 W. Pico Boulevard, #B-1  
Address Los Angeles, CA 90035  
FOOTHILL CAPITAL CORPORATION  
11111 Santa Monica Blvd., #1500, Los Angeles, CA 90025-3333

RECORDING FEE 10.00  
POSTAGE .50  
836095 0237 002 115159  
JUL 10 87  
CK

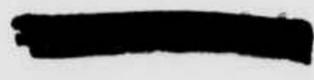
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  TERMINATION</p>

NOV 25 1986



Dated November 1986

*Will K. Smith*  
(Signature of Secured Party)

FOOTHILL CAPITAL CORPORATION  
Type or Print Above Name on Above Line

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 245110  
RECORDED IN LIBER 456 FOLIO 213 ON NOV 19 82 (DATE)

1. DEBTOR: Name SCHWIG & CAROL S WRIGHT  
Address 1047 CAK DE AUMM MD A/H CE

2. SECURED PARTY: Name COMMERCIAL CREDIT  
Address 576 RITCHIE HWY SEVERNA PARK MD 21146

Person And Address To Whom Statement Is To Be Returned If Different From Above.

CHECK <input type="checkbox"/> FORM OF STATEMENT	<p>A. CONTINUATION... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. RELEASE... <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate:</p> <p>PARTIAL RELEASE... <input type="checkbox"/></p> <p>FULL RELEASE... <input type="checkbox"/></p>	<p>C. TERMINATION... <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>	
	<p>D. ASSIGNMENT... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 3 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)</p>	<p>E. OTHER... <input type="checkbox"/></p> <p>(Such as "amendment"; if amendment, both Debtor and Secured Party must sign)</p>		
	<p>3. Assignee of Secured Party(ies) from which security information obtainable:</p> <p>Name <u>COMMERCIAL CREDIT</u></p> <p>Address <u>576 RITCHIE HIGHWAY SEVERNA PARK 21146</u></p>			<p>RECORD FEE 10.00</p> <p>POSTAGE .50</p> <p>RECORDED 113:22</p> <p>JUL 10 97</p>
	<p>Dated <u>8/22/84</u></p> <p style="text-align: center; font-size: 2em;">10.50</p>			<p><u>[Signature]</u> (Signature of Secured Party) <u>LA WHITESELL</u> Type or Print Above Name on Above Line</p>

STATEMENT OF TERMINATION OF FINANCING  
(Pursuant to Uniform Commercial Code)

....., 19 87

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 256588..... in Office of Clerk of Court A. P. Lind (Filing Officer) (County and State)

Debtor or Debtors (name and Address):  
Edna E & Paul W King,  
257 Diane Drive  
Barnes Mobile Estates  
Lathian Md 20711

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

Household Finance Corp. Secured Party  
By [Signature] Its Branch Office Manager

SEARCHED FEE 10.00  
INDEXED .50  
SERIALIZED 0345 001 714-16  
JUL 10 87  
OK

1650

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Title I Abstracts, Inc.  
Address 6125 Owings Beach Road, Deale, MD. 20751

2. SECURED PARTY

Name NATIONAL SURETY LEASING, INC.  
Address 672 Greenbriar Lane, Annapolis, MD. 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- One (1) Royal 220-RE Copier  
Serial Number 762911
- One (1) Royal Automatic Document Feed  
Serial Number 111375

Name and address of Assignee

SEARCH FEE 11.00  
 STATE FEE .50  
 JUL 10 1987  
 CK

CONDITIONAL SALES CONTRACT

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)  
Title I Abstracts, Inc.

*[Signature]*  
(Signature of Debtor)

Daniel T. Petro/President  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL SURETY LEASING, INC.

*[Signature]*  
(Signature of Secured Party)

Carole R. Hardesty  
Type or Print Above Signature on Above Line

11.50

802830

300: 514 375

TO BE } RECORDED IN  
 NOT TO BE } LAND RECORDS

SUBJECT TO } RECORDING TAX  
 NOT SUBJECT TO } ON PRINCIPAL  
 } AMOUNT OF  
 } \$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s):

Arbar, Inc.  
 Name or Names—Print or Type  
 338 Hospital Drive, Glen Burnie, Maryland 21061  
 Address—Street No., City—County State Zip Code

Name or Names—Print or Type  
 Address—Street No., City—County State Zip Code

2. Secured Party:

Reese's, Inc.  
 Name or Names—Print or Type  
 334 Hospital Drive, Glen Burnie, Maryland 21061  
 Address—Street No., City—County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

See attached Schedule "A".

RECEIVED FEE 12.00  
 POSTAGE .50  
 #36139 1040 R02 114:47  
 JUL 13 87  
 CK

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered

7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

\_\_\_\_\_  
 (Signature of Debtor)

Arbar, Inc.  
 Type or Print

Arnold Cohen  
 (Signature of Debtor)

Arnold Cohen, President  
 Type or Print

Reese's, Inc.  
 (Company, if applicable)

Harold L. Reese  
 (Signature of Secured Party)

Harold Reese, President  
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Stanley Alpert, Esquire, 5 Light Street, Suite 850  
Baltimore, Maryland 21202-1284

AFTER RECORDING, PLEASE RETURN TO: STANLEY ALPERT, ESQUIRE  
 5 Light Street, Suite 850  
 Baltimore, Maryland 21202

1730

SCHEDULE "A" OF COLLATERAL

A. Equipment

All of Debtor's equipment, supplies, fixtures, leasehold improvements, tools, and furniture (including all present and future additions, attachments, accessions, substitutions and replacements used in or related to the Debtor's business, and all proceeds thereof).

B. Inventory

All of the inventory of the Debtor, of every type and description, now owned and hereafter acquired and wherever located, all present and future substitutions thereof and additions thereto and all proceeds and products thereof in any form whatsoever.

C. Accounts and General Intangibles

All of Debtor's present and future accounts, accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages, goodwill, trade name, and returned, repurchased, and repossessed goods, all money due or to become due to Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

209500

514 FILE 377

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) Address(es)  
 Jerald D. Tobin 1918 Pendennis Drive  
 Annapolis, MD. 21401

RECORD FEE 11.00  
 POSTAGE .50  
 209500 0000 202 11448  
 JUL 13 87  
 CK

6. Secured Party Address  
 Equitable Bank, National Association 100 S. Charles Street  
 Attention: Terrie Brooks Baltimore, MD. 21201

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors

Jerald D. Tobin (Seal) \_\_\_\_\_ (Seal)  
 Jerald D. Tobin  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

Mr. Clerk, Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above

1123

Schedule A

All of Debtor's right, title and interest in and to the Debtor's General and Limited Partnership interests in Detroit Rehab., Ltd., and Wurlitzer Limited Partnership; and all of Debtor's right, title and interest in and to a Declaration of Trust and Agreement of Beneficial Owners dated June 28, 1973.

FINANCING STATEMENT

268510

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) Address(es)  
 BTR Corporation 147 West Street  
 Annapolis, Maryland 21041

6. Secured Party Address  
 Equitable Bank, National Association  
 Attention: Terrie Brooks 100 South Charles Street  
 Baltimore, Maryland 21201

RECORDATION FEE 11.00  
 POSTAGE .50  
 #36141 10000 R02 114149  
 JUL 13 87  
 CK

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors BTR Corporation  
 by Sherald D. Tobin, President (Seal) \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

1100 50

Schedule A

All of Debtor's right, title and interest in and to the Debtor's General and Limited Partnership interests in Detroit Rehab., Ltd., and Wurlitzer Limited Partnership; and all of Debtor's right, title and interest in and to a Declaration of Trust and Agreement of Beneficial Owners dated June 28, 1973.

BOOK 514 PAGE 381

208511

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

Ryan Financial Services, Inc.  
111 Ryan Court  
Pittsburgh, PA 15205

2 Secured Party(ies) and address(es)

Pittsburgh National Bank,  
as Agent  
Fifth Avenue and Wood Street  
Pittsburgh, Pennsylvania 15265  
Attn: Commercial Real Estate Dept.

For Filing Officer (Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property

The property covered by this Financing Statement is described in Exhibit I hereto which is made a part hereof.

The underlying secured transaction being publicized by this Financing Statement is not subject to the recordation tax imposed by Article 12 § 108(k) Annotated Code of Maryland. 102

5 Assignee(s) of Secured Party and Address(es)

RECORD FEE 12.00  
POSTAGE .50  
#361144 COMD 102 11:4:59  
JUL 13 87  
CK

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:  
Clerk of the Circuit Court  
of Anne Arundel County, MD

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered. No. of additional Sheets presented:

Ryan Financial Services, Inc.

Pittsburgh National Bank, as Agent

By

*Tony M. Cordera*  
Signature(s) of Debtor(s)

Tony Cordera

Title

By

*Michael Hannon*  
Signature(s) of Secured Party(ies)

Michael Hannon

Title

(1) Filing Officer Copy-Alpha(1/2)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alpha(1/2)

1300

## EXHIBIT I

All of the Debtor's right, title and interest in, to and under the following described property, whether now owned or hereafter acquired (words and terms defined in the Uniform Commercial Code shall have the same meanings when used herein):

- (i) all general intangibles of the Debtor, including general intangibles now in existence and those that shall hereafter arise;
- (ii) all accounts of the Debtor, including accounts now in existence and those that shall hereafter arise, subject to any security interest in such accounts securing letters of credit issued for the account of NVRyan L.P. or any of its consolidated subsidiaries, including the Debtor;
- (iii) all inventory of the Debtor, including inventory which it now owns and that which it shall hereafter acquire;
- (iv) all chattel paper of the Debtor, including chattel paper which it now owns and that which it shall hereafter acquire;
- (v) all equipment (including fixtures) of the Debtor, including equipment which it now owns and that which it shall hereafter acquire;
- (vi) all documents of the Debtor including documents which it now owns and those which it shall hereafter acquire;
- (vii) all instruments, letters of credit and advices of credit of the Debtor, including those which it now owns and those which it shall hereafter acquire;
- (viii) all other property of the Debtor at any time delivered to or in the possession of the Secured Party;
- (ix) any property the Debtor has given or may give in the future to the Secured Party to secure its indebtedness;
- (x) all of the Debtor's interest in any legal entity organized as a joint venture or a general or limited partnership in which the Debtor now owns or hereafter acquires an interest, including, without limitation, the right to receive profits and liquidation proceeds therefrom and any and all rights contained in any partnership agreement;
- (xi) all shares of capital stock of any legal entity organized as a corporation in which the Debtor now owns or hereafter acquires an equity interest, including, without limitation, all securities and additional securities receivable in respect of or in exchange for such securities, all rights to subscribe for securities incident to or arising from ownership of such securities, all cash, interest, stock and other dividends or distributions paid or payable on such securities, and all books and records pertaining to the foregoing, but not including shares of H. H. Robertson Company, United Savings Bank and Federal National Mortgage Association owned by the Debtor; and
- (xii) all additions to and substitutions for and products and proceeds (including insurance proceeds) of any of the properties mentioned in clauses (i) through (xi) above.

BOOK 514 PAGE 353

Notwithstanding the generality of the foregoing, the collateral described herein shall not include any of right, title and interest of the Debtor in, to or under any of the mortgage servicing contracts, agreements, or arrangements between the Debtor, on the one hand, and the Government National Mortgage Association ("GNMA"), the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, on the other hand, except that such collateral shall include any and all payments made under such contracts, agreements, or arrangements to the Debtor by GNMA, whether in the ordinary course of business or upon the termination, transfer or sale of such GNMA contracts, agreements or arrangements.

To Be Recorded Among the  
Financing Statement Records of  
Anne Arundel County, Maryland

514 115:15  
Not Subject To Recording Tax

UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

This Statement refers to the following Original Financing Statement:

Financing Statement Records of  
Anne Arundel County, Maryland  
Liber No. 511, Folio 112  
Dated: April 27, 1987

1. Debtor: **BC LAND-I LIMITED PARTNERSHIP**  
c/o Trammell Crow Company  
Seven Saint Paul Street  
Suite 720  
Baltimore, Maryland 21202
2. Secured Party: **SIGNET BANK/MARYLAND**  
Seven Saint Paul Street  
Baltimore, Maryland 21202
3. Released Property:

From the collateral described in the Original Financing Statement bearing the recording reference shown above, the Secured Party hereby releases the following:

All collateral located on or attached to a portion of the land described in the Original Financing Statement and described as follows:

BEING KNOWN AND DESIGNATED as Lot 1 as shown and designated on that certain Subdivision Plat entitled "Edgewood" which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 107, at page 23.

SIGNET BANK/MARYLAND  
Name of Secured Party

Date: July 13, 1987

By: George F. Oliver  
George F. Oliver,  
Vice President

ATTENTION: FILING OFFICER  
After Recordation, please return to:

Adelira M. Welch, Esquire  
WHITEFORD, TAYLOR & PRESTON  
Seven Saint Paul Street  
Suite 1400  
Baltimore, Maryland 21202

AMW/kag/real estate  
signet/bc bldg I  
fs release-fin st

A.A. -  
F.S.

STATE OF MARYLAND

514 385

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 202199

RECORDED IN LIBER 54 FOLIO 107 ON 7/13/87 (DATE)

1. DEBTOR

Name BC Land-I Limited Partnership  
c/o The Trammell Crow Company, Suite 720, Union Trust  
Address Tower, 7 St. Paul Street, Baltimore, Maryland 21201  
Attn: Dirk Mosis

2. SECURED PARTY

Name Harold Brown  
Address 39 Brighton Avenue  
Allston, Massachusetts 02134  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORDED  
10.00  
.50  
M27746 0777 R01 115:16  
JUL 13 87  
JK

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: <u>See Exhibit A attached</u></p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Dated July 13, 1987

[Signature]  
(Signature of Secured Party)

Harold Brown  
Type or Print Above Name on Above Line

BOOK 514 PAGE 356

Exhibit "A"

Property Description

BEING known and designated as Lot 1, Parcel A as shown on a subdivision plat entitled "Parcel 'A', Lot 1, Industrial Complex, Techwood at Baltimore Commons Business Park - Phase II" and recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 107, Page 23, Plat No. 5548.

BEING the same lot or parcel of ground which, by Deed in Partial Dissolution of even date herewith and recorded, or intended to be recorded, among the Land Records of Anne Arundel County, Maryland, prior hereto was granted by BC Land-I Limited Partnership, a Maryland limited partnership to BC Building-I Limited Partnership, a Maryland limited partnership.

208514

514 PAGE 387

To Be Recorded In The Land  
Records And In The Financing  
Statement Records Of Anne Arundel  
County, Maryland And Among The  
Financing Statement Records Of  
The State Department of  
Assessments and Taxation

Not Subject to Recording  
Tax - Indemnity Transaction

FINANCING STATEMENT

1. Debtor: BC BUILDING-I LIMITED  
PARTNERSHIP  
c/o Trammell Crow Company  
Seven Saint Paul Street  
Suite 720  
Baltimore, Maryland 21202  
Attention: Dirk P.D. Mosis, III
2. Secured Party: SIGNET BANK/MARYLAND  
Seven St. Paul Street  
Baltimore, Maryland 21202  
Attention: George F. Oliver,  
Vice President
3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:
  - a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, and furnishings, and other chattels and tangible personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the real property described below, including, by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery,

RECORD FEE 24.00  
INDEX FEE .50  
JUL 13 1987  
CK

24  
E

for so long as such items are or remain personal property and not fixtures or permanent additions to the real property described below.

- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the real property described below, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the real property described below, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement of the real property described below, including, by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding, for so long as such items are or remain personal property and not fixtures or permanent additions to the real property described below.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings, licenses, permits and approvals and applications therefor from governmental authorities, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
- d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
- e. All mineral rights and mining rights, as well as all minerals, dirt, sand, gravel, pebbles, stones, rocks soil and the like (including oil and gas) which have not been extracted from the real property described below.

- f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Indemnity Deed of Trust referred to below or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
  - g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property described below.
  - h. All revenues and profits, accounts, accounts receivable and contract rights, including any deposits of purchasers to secure payment of the contract price, of any contract of sale for all or any portion of the real property described below.
  - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. The personal property described above is to be affixed to the real estate described in Exhibit A, attached hereto, being the same lot(s) of ground and improvements thereon, if any, located in Baltimore Commons Industrial Park, Dorsey Road, Anne Arundel County, Maryland, and described in an Indemnity Deed of Trust of even date herewith from the Debtor to the Trustees named therein for the benefit of the Secured Party. The record owner of such real estate is the Debtor.
5. The proceeds and products of the personal property described above are covered and secured hereby, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions or accretions to or of any of the personal property described above.

BOOK 514 PAGE 390

DEBTOR:

BC BUILDING-I LIMITED PARTNERSHIP,  
a Maryland limited partnership

By: BALTIMORE COMMONS LIMITED  
PARTNERSHIP, a Maryland  
limited partnership,  
General Partner

By: CROW-BALTIMORE COMMONS  
LIMITED PARTNERSHIP,  
a Texas limited partnership,  
General Partner

By: Dirk P.D. Mosis (SEAL)  
DIRK P.D. MOSIS, III,  
General Partner

SECURED PARTY:

SIGNET BANK/MARYLAND,  
a Maryland banking corporation

By: George F. Oliver (SEAL)  
GEORGE F. OLIVER,  
Vice President

DATE: July 13, 1987

TO FILING OFFICER: After this Financing Statement has been  
recorded, please return to:

Adelina M. Welch, Esquire  
Whiteford, Taylor & Preston  
Seven St. Paul Street  
Suite 1400  
Baltimore, Maryland 21202  
Our File No.: 67455/00177

CERTIFICATION

I HEREBY CERTIFY that the above instrument was prepared  
under my supervision and that I am an attorney duly admitted to  
practice law in the State of Maryland.

Adelina M. Welch  
Adelina M. Welch, Esquire  
Whiteford, Taylor & Preston  
Seven St. Paul Street  
Suite 1400  
Baltimore, Maryland 21202  
(301) 347-8700

AMW/kag/real estate  
signet/bc building  
financing statement

Exhibit "A"

Property Description

BOOK 514 PAGE 371

BEING known and designated as Lot 1, Parcel A as shown on a subdivision plat entitled "Parcel 'A', Lot 1, Industrial Complex, Techwood at Baltimore Commons Business Park - Phase II" and recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 107, Page 23, Plat No. 5548.

BEING the same lot or parcel of ground which, by Deed in Partial Dissolution of even date herewith and recorded, or intended to be recorded, among the Land Records of Anne Arundel County, Maryland, prior hereto was granted by BC Land-I Limited Partnership, a Maryland limited partnership to BC Building-I Limited Partnership, a Maryland limited partnership.

LSC/07-10-87  
3954s

514 392

208545

To be recorded among: Not subject to recordation  
(i) Land Records-Anne tax:  
Arundel County, Principal amount is  
(ii) Financing Statement \$ 000  
Records-Anne Arundel  
County, and  
(iii) State Department of  
Assessments and Taxation

The appropriate amount of documentary stamps are affixed to a second indemnity deed of trust and security agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same debt.

FINANCING STATEMENT

RETURN FEE 24.00  
POSTAGE .50  
823848 077701 715416

1. Debtor: Address of Debtor: JUL 13 87  
CK  
BC Building - I Limited c/o The Trammell Crow Company  
Partnership Suite 720  
Union Trust Tower  
7 St. Paul Street  
Baltimore, Maryland 21201  
Attn: Dirk Mosis
2. Secured Party: Address of Secured Party:  
Harold Brown 39 Brighton Avenue  
Allston, Massachusetts 02134

3. This Financing Statement covers all of the Debtor's right, title and interest in and to:

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any or all of the land which is hereinafter described and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains,

24  
2

fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land.

3.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

4. The aforesaid items are included as security in a Second Indemnity Deed of Trust and Security Agreement of even date herewith (the "Deed of Trust") and given by the Debtor to the trustees named therein, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing the obligations of the Debtor under a Guaranty of even date herewith to the Secured Party.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in the said County which is more particularly described in the Deed of Trust and in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Guaranty of even date herewith, guaranteeing the debt of BC Land - I Limited Partnership, a Maryland limited partnership to the Secured Party in the principal sum of \$1,800,000. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for the Debtor's performance of its obligations under the provisions of such Guaranty, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article

LSC/07-10-87  
3954s

BOOK 514 PAGE 374

of the Annotated Code of Maryland (1983 edition, as amended).

Debtor:

BC BUILDING - I LIMITED PARTNERSHIP

By: Baltimore Commons Limited  
Partnership

By: Crow-Baltimore Commons  
Limited Partnership

by: *Dirk P. D. Mosis, III* (SEAL)  
Dirk P. D. Mosis, III,  
general partner

Date: July 13, 1987

To the Filing Officer: After this Statement has been recorded,  
please mail the same to Newton Lane, Esquire, 201 Devonshire  
Street, Boston, Massachusetts 02110

LSC/07-10-87  
3954s

514 305

EXHIBIT A  
TO  
FINANCING STATEMENT

Description of the Land

DESCRIPTION OF PROPERTY  
SITUATED IN THE 5TH TAX DISTRICT  
OF  
ANNE ARUNDEL COUNTY, MARYLAND

Being part of PARCEL 'A' BLOCK 'L' of a plat of subdivision entitled: "BLOCK 'L' PARCEL 'A' BALTIMORE COMMONS BUSINESS PARK PHASE II", recorded among the land records of Anne Arundel County, Maryland in Plat Book 105 Page 16; also being all of Lot 1 as shown on a plat of subdivision numbered 5548, recorded among the said land records in Plat Book 107 Page 23, entitled: "PARCEL 'A' LOT 1 INDUSTRIAL COMPLEX TECHWOOD AT BALTIMORE COMMONS BUSINESS PARK - PHASE II"

Beginning for the same at a point on the westerly right-of-way line of NEW RIDGE ROAD, 80 feet wide, at the end of the S 83° 17' 06" E, 1637.99 feet, line of the aforesaid plat recorded in Plat Book 105 Page 16; thence binding on said right-of-way line

1. S 30° 42' 45" W a distance of 354.90 feet; thence
2. Along the arc of a circle curving to the left, having a radius of 1,472.39 feet, a chord bearing and distance of S 22° 31' 53" W, 419.05 feet; respectively, an arc distance of 420.47 feet to a point on the Northerly right-of-way line of CHARWOOD ROAD, as shown on the aforesaid plat of subdivision to be recorded among the said land records at a later date; thence binding on same
3. S 56° 00' 36" W a distance of 67.30 feet; thence
4. N 75° 58' 38" W a distance of 530.00 feet; thence leaving said right-of-way line
5. N 14° 01' 22" E a distance of 709.65 feet to a point on the aforesaid S 83° 17' 06" E, 1,637.99 feet plat line; thence binding with same

LSC/07-10-87  
3954s

8000 514 300

6. S 83° 17' 06" E a distance of 745.00 feet to the  
point of beginning

Containing 473,476 square feet or 10.870 Acres of  
land, more or less.



IO# 264605

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at Anne Arundel County
- 3.  Not subject to Recordation Tax
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 10,000.00 The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5 Debtor(s) Name(s): Stephen J. Britz Address(es): 150 South Street  
Annapolis, Maryland 21401

6 Secured Party Maryland National Bank Address Department: loan (commercial)  
 Attention Lisa Keller Post Office Box 987, Mailstop 500-501  
Baltimore, Maryland 21203

(M. Clerk Please return to Maryland National Bank as indicated in paragraph 6 above)

7 This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A).

Debtor: Stephen J. Britz

Secured Party, Maryland National Bank

By: [Signature] (Seal)  
Type name and title, if any

By: [Signature] (Seal)

By: \_\_\_\_\_ (Seal)  
Type name and title, if any

Type name and title Barbara A. Newell  
Commercial Banking Representative

MARYLAND NATIONAL BANK

1000  
7000  
JD

CERTIFICATION FOR ALLOCATION OF MARYLAND RECORDATION TAX

BOOK 504 PAGE 588

BOOK 514 PAGE 399

TO: Clerk of the Circuit Court for Anne Arundel County Date: October 21, 1986

RE: Britz, Stephen J.

With respect to the above referenced loan and to the personal property (the "Collateral") securing that loan, the Debtor hereby certifies to the best of the Debtor's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

- 1. Value of exempt Collateral \$ 20,000.00
2. Value non-exempt Collateral \$ 10,000.00
3. Value of Total Collateral \$ 30,000.00
4. Computation of Amount of Debt Exempt from Recordation Tax:

Value of Exempt Collateral / Value of Total Collateral x Total Amount of Debt Secured = Amount of Debt Exempt from Tax
\$ 20,000.00 / \$ 30,000.00 x \$ 30,000.00 = \$ 20,000.00

5. Loan Amount - Amount of Debt Exempt from Tax = Amount of Non-Exempt Debt
\$ 30,000.00 - \$ 20,000.00 = \$ 10,000.00

6. Recordation Tax Due on Non-Exempt Debt:
Amount of Non-Exempt Debt x Tax Rate Per \$1,000 = Recordation Tax Due
\$ 10,000.00 x \$ 7.00 = \$ 70.00

ALREADY ON INDEX

Work of 7-13-87

504 LIBER

587 FOLIO

By: [Signature] Stephen J. Britz

page blurred

CHANGE LIBER AND FOLIO TO

Mailed to Secured Party

514 LIBER

398 FOLIO

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chesapeake High Lift, Inc.  
Address 809-J Barkwood Court, Linthicum Heights, MD 21090

RECORDED 11-00  
INDEXED  
DEC 2 1986

2. SECURED PARTY

Name Manlift, Inc.  
Address P. O. Box 21, Shady Grove, PA 17256

(Attention: Jim Fawls)

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, machinery, spare parts and all other goods of every kind and description (including but not limited to motor vehicles and all returned goods) manufactured and/or sold by Manlift, Inc. now owned or hereafter acquired by

Name and address of Assigner

Debtor, any and all accessories, parts, attachments, accessions, and any and all goods to which any of the aforementioned may be attached, and all accounts, chattel paper, rental payments, lease receivable, and any and all other cash and non-cash proceeds derived from the sale or rental of all the foregoing goods, the collateral, however, is limited only to those goods for which Secured Party has not been paid in full.

"NOT SUBJECT TO RECORDATION TAX"  
~~CHECK THE LINES WHICH APPLY~~

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

CHESAPEAKE HIGH LIFT, INC.

*Harry E. Bender, Jr.*  
(Signature of Debtor)

Harry E. Bender, Jr. - President  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

MANLIFT, INC.

*Jim Fawls*  
(Signature of Secured Party)

Jim Fawls - Manager, Treasury. Opr.  
Type or Print Above Signature on Above Line

Mailed to Secured Party

BL  
CLERK

ALREADY ON INDEX

Work of 505  
7-13-87 LIBER

425  
FOLIO

Page Missing on Film  
CHANGE LIBER AND FOLIO TO

514  
LIBER

400  
FOLIO

BOOK 514 PAGE 401

208553

The FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and Address(es): DONALD L. HUNTINGTON LEWIS C. HUNTINGTON 58 WAYSONS HOPKIN CT LOTHIAN MD 20781		2. Secured Party(ies) Name(s) and Address(es): GREEN TREE ACCEPTANCE INC. 2200 ORLIND BLVD # 4245 WOODBRIDGE, Va 22191		3. <input type="checkbox"/> The Debtor is a transmitting utility	
5. This Financing Statement covers the following type(s) of property: 1977 LIBERTY 70 X 12 SERIAL # <u>L05411604 D.H.</u> *AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANANCES THEREIN AND THERETO, INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S PRODUCT OR THE COLLATERAL ARE ALSO COVERED		6. Assignee(s) of Secured Party and Address(es):		4. Filing Office: Date Time No. Filing Office RECORD FEE 11.00 POSTAGE .50 #36243 1055 802 710150 JUN 14 87	
8. <input checked="" type="checkbox"/> This statement is to be indexed in the Real Estate Records		9. Name of a Record Owner		7. <input type="checkbox"/> The described crops are growing or to be grown on * <input type="checkbox"/> The described goods are or are to be affixed to * <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on * *(Describe Real Estate in item 8)	

No. & Street \_\_\_\_\_ Town or City \_\_\_\_\_ County \_\_\_\_\_ Section \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_

10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s)

DONALD L. HUNTINGTON      LEWIS C. HUNTINGTON      GREEN TREE ACCEPTANCE INC.

By *Donald Huntington*      *Lewis C. Huntington*      *Isabel Manfredi*  
 Signature(s) of Debtor(s)      Signature(s) of Secured Party(ies)  
 (Required only if Item 10 is checked)

11/3/87  
 (1) FILING OFFICER COPY - NUMERICAL  
 STANDARD FORM - FORM UCC 1 - Approved by Secretary of Commonwealth of Pennsylvania

Return to: Perpetual Savings Bank, F.S.B.  
Attn: Linda D. Beilfuss  
1749 Old Meadow Road  
McLean, Virginia 22201

FINANCING STATEMENT

NOT SUBJECT TO RECORDATION TAX

THE APPROPRIATE AMOUNT OF RECORDATION TAXES, IF ANY, HAS BEEN PAID IN CONNECTION WITH A DEED OF TRUST RECORDED OR INTENDED TO BE RECORDED AMONG THE LAND RECORDS OF THE JURISDICTION IN WHICH THE LAND AND PREMISES HEREINBELOW DESCRIBED IS LOCATED AND GIVEN AS SECURITY IN CONNECTION WITH THE SAME LOAN:

THIS FINANCING STATEMENT, dated the 30<sup>th</sup> day of June, 1987, is presented for filing pursuant to the Uniform Commercial Code of the State of Maryland.

1. Debtor's name(s) and address:

James Patrick Ventura and  
Christine Park Ventura  
2707 Hambleton Road  
Annapolis, MD 21401

2. Secured Party's name and address:

Perpetual Savings Bank, F.S.B.  
c/o Perpetual Mortgage Company  
1749 Old Meadow Road  
McLean, Virginia 22102

RECORD FEE 14.00  
STATE .50  
1987 0777 001 111408  
JUL 14 87  
\*

3. This Financing Statement covers the following property to be utilized in or realized from the construction, use, occupancy and sale of improvements on the land described in that certain deed of trust dated June 19, 1987 from the Debtor to Wendy R. Sharp and Richard S. Lawton, Trustees, for the benefit of the Secured Party, recorded in Liber 4095 at folio 91 among the land records of Anne Arundel County, Maryland, as modified and amended from time to time:

- A. All of the appliances, fixtures, equipment, financial records, building materials and personal property now or hereafter owned by Debtor and located on the premises described below and necessary to its construction, use and occupancy.
- B. All of the Debtors' rights, title and interest in and to the premises described in Exhibit A attached hereto and made a part hereof.
- C. All plans and specifications, permits, engineering and similar plans, and all sewer taps, permits and allocations, agreements for utilities and the like which are necessary to the construction of the improvements.
- D. All awards and other payments in respect of any taking (as described in section 9 of the deed of trust) and all insurance proceeds (as described in section 4 of the deed of trust) in respect of any of the foregoing, together with all amounts

Handwritten initials or scribbles.

received by the Trustee, or the Secured Party, or expended by the Trustee or the Secured Party pursuant to the deed of trust.

- E. All of the Debtors' rights, title and interest in and to all contracts of sale and purchase and any earnest money deposits made pursuant to said contracts.
  - F. All monies now or hereafter on deposit in accounts of the Debtor at Perpetual Savings Bank, F.S.B.
  - G. All of the Debtors' rights, powers, options and privileges (but not the burdens and obligations) in and to that certain construction contract between Acorn, as contractor, and James Patrick Ventura and Christine Park Ventura, Debtor hereunder.
4. Said deed of trust secures an obligation of the Debtor to the Secured Party in the principal sum of \$230,000, to be modified as of the date of this Financing Statement to the principal sum of \$300,000, which obligation has a maturity date provided in the note evidencing the loan, as modified as of the date hereof.
  5. Proceeds of the collateral are also covered.
  6. The real property covered by the aforesaid deed of trust is owned by the Debtor and is more particularly described in Exhibit "A" attached hereto and made a party hereof.

DEBTOR:

JAMES PATRICK VENTURA

By: James Patrick Ventura

CHRISTINE PARK VENTURA

By: Christine Park Ventura

"EXHIBIT A"

BEGINNING for the same at a point on the south side of a 16 foot road at the end of the first line in the conveyance from Richard W. Hambleton et ux to Arthur W. Oakley et ux, by Deed dated January 23, 1952, and recorded among the Land Records of Anne Arundel County in Liber JHH 674, folio 581; thence leaving said conveyance and with said road, North  $66^{\circ} 43'$  East 80 feet to a point at the westernmost corner of the conveyance from Richard W. Hambleton et al to Wilbert Rittershofer et ux, by Deed dated October 26, 1951, and recorded among the Land Records of Anne Arundel County in Liber JHH 651, folio 273; thence leaving said road and with the west line of said last mentioned conveyance, South  $22^{\circ} 17'$  East 240.72 feet to a point on the shore line of the South River; thence with said river, South  $17^{\circ} 30'$  West 98 feet, more or less, to a point at the mouth of Granville Creek; thence with said Creek, North  $38^{\circ}$  West 100.30 feet, more or less, to the end of the second line of the above first mentioned conveyance; thence leaving said Creek and with said second line, reversely, North  $19^{\circ} 41'$  West 218.30 feet to the place of beginning. Being known as Lot No. 9, as shown on an unrecorded Plat of Hambleton Estates (part of) prepared by J.R. McCrone, Jr., Registered Land Surveyor, in May, 1950 (revised July 31, 1951). The improvements thereon being known as No. 2707 Hambleton Road, Annapolis.

Legal Description

514 405

NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

To be filed with the State Department of Assessments and Taxation; Land Records of Anne Arundel County, Maryland; and Financing Statement Records of Anne Arundel County, Maryland.

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust securing a debt in the principal amount of SIX HUNDRED FIFTY THOUSAND DOLLARS (\$650,000.00), or so much thereof as may be advanced to which instrument all required documentary stamps have been affixed.

NAME AND ADDRESS OF DEBTOR:

Thomas W. Redmond  
8224 Baltimore-Annapolis Boulevard  
Pasadena, Maryland 21122

RECORD FEE 21.00  
POSTAGE .50  
#34250-0037 R02 T11436  
JUL 14 87  
X

NAME AND ADDRESS OF SECURED PARTY:

Farmers National Bank of Maryland  
5 Church Circle  
Annapolis, Maryland 21401

NAME AND ADDRESS OF TRUSTEES:

Ross J. Selby and William A. Walker, II  
5 Church Circle  
Annapolis, Maryland 21401

## 1. This Financing Statement covers the following items of property:

- A. All personal property of every kind and nature whatsoever, construction and building materials, apparatus, chattels and equipment now or at any time hereafter owned by Debtor and attached to or used in any way in connection with the use, operation or occupancy of the hereinafter described property or any interest or estate therein, and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds, all laundry, refrigerating, air condition, incinerating and sprinkling and other fire prevention or extinguishing equipment, all power equipment, communications and radio apparatus, ducts, compressors, security systems of whatsoever kind and nature, including all property specified in the Deed of Trust hereinafter mentioned.

- B. Proceeds of the above described collateral, accessions and after-acquired property are covered hereunder.

LAW OFFICES  
MANIS,  
WILKINSON, SNIDER &  
GOLDSBOROUGH  
CHARTERED  
P O BOX 1911  
ANNAPOLIS, MD 21404  
(301) 263-8855

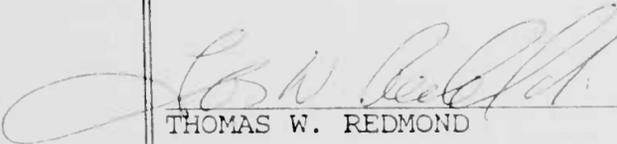
- C. All contract rights, earnings, revenues, rents, issues, profits and other income of and from the hereinafter described property and other collateral, and all present and future accounts, general intangibles, chattel paper, documents, warranty rights and instruments relating to, derived from or otherwise appertaining to the hereinafter described property or any part thereof including all such rights heretofore granted or assigned by Debtor to Security Party by the Deed of Trust or other similar documents.
  - D. Any and all awards or payments, including interest thereon and the right to receive the same which may be made with respect to the real property describe din the Deed of Trust hereinafter mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real property or any improvements thereon to the extent of all amounts which may be secured by said Deed of Trust at the date of receipt of any such award or payment by a secured party and the reasonable counsel fees, costs, and disbursements incurred by a secured party in connection with the collection of such award or payment.
2. The above-described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, all as more fully described on Exhibit A attached hereto and incorporated by reference herein and more fully described in and conveyed to the Trustees in the Deed of Trust, recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust constituting the security agreement to this secured transaction.

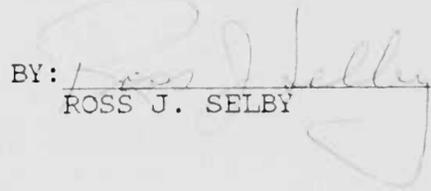
Dated: July 8, 1987

DEBTOR'S SIGNATURE:

SECURED PARTY'S SIGNATURE:

FARMERS NATIONAL BANK OF MARYLAND

  
 \_\_\_\_\_  
 THOMAS W. REDMOND

BY:   
 \_\_\_\_\_  
 ROSS J. SELBY

Filing Officer:  
After recordation, please return to:

Pat Weiss  
 MANIS, WILKINSON, SNIDER AND GOLDSBOROUGH, CHARTERED  
 P.O. Box 1911  
 Annapolis, Maryland 21404

LAW OFFICES  
 MANIS,  
 WILKINSON, SNIDER &  
 GOLDSBOROUGH  
 CHARTERED  
 P O BOX 1911  
 ANNAPOLIS, MD 21404  
 (301) 263-8855

## EXHIBIT "A"

PARCEL NO. 1: BEGINNING for the same on the North side of Old Annapolis Boulevard at the intersection of Lots Numbers 47 and 48 as shown on the Plat of Addition to Waterford Heights, and running with the division line between lots numbers 47 and 48, N 49 degrees 23 minutes East 931.79 feet to the south line of Lot number 44, thence with the South lines of Lot Number 44, North 74 degrees 21 minutes West 270.55 to the center of Lot Number 46, thence with the center of Lot Number 46, S 49 degrees 23 minutes West 781.46 feet, more or less, to the North side of Annapolis Boulevard, thence with the North side of said Boulevard S 49 degrees 37 minutes East 225 feet to the place of beginning. The same being Lot Number 47 and the Southeast half of Lot Number 46 on the plat aforesaid recorded among the Plat Records of Anne Arundel County in Plat Book 17, folio 45. The improvements thereon being known as 8242 Baltimore Annapolis Boulevard.

BEING the same property acquired by Thomas W. Redmond by deed dated May 7, 1987 and recorded among the Land Records of Anne Arundel County in Liber 4379, folio 223.

PARCEL NO. 2: BEGINNING for the same at a point where the northeasterly line of Old Annapolis Blvd. 40 feet wide, as intersected between the division line between Lots 37 and 45 as shown on the plat of "Addition to Waterford Heights", filed among the Plat Records of Anne Arundel County in Plat Book 17, page 45; thence along said division line North 21 degrees 22 minutes East 527.63 feet; thence running along the portion of the division line between Lots 44 and 45 South 74 degrees 21 minutes East 424.28 feet; thence leaving said division line and running reversely along the sixth line of the land conveyed to Anna M. Kaminski and reversely along the second line of the land described in the deed from George J. Miedel and Geneva M. Miedel his wife to Herman M. Cannon and Adelle H. Cannon, his wife, dated February 7, 1955 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 902, folio 77, and continuing said course South 49 degrees 23 minutes West 701.48 feet to the northeasterly line of said Old Annapolis Blvd.; thence running along said line of said Boulevard North 40 degrees 37 minutes West 105 feet to the place of beginning. CONTAINING 3.402 acres of land, more or less, according to a survey made by Ralph G. Snyder, Land Surveyor, dated April 13, 1962. SAVING AND EXCEPTING HOWEVER, all that land conveyed to Maryland State Roads Commission, by deed dated April 3, 1969 and recorded among the Land Records of Anne Arundel County in Liber MSH No. 2399, folio 481. The improvements thereon being known as 8224 and 8226 Baltimore Annapolis Boulevard.

BEING the same lot of ground conveyed to Thomas W. Redmond by deed dated February 13, 1981 and recorded among the Land Records of Anne Arundel County in Liber WGL 3396, folio 330.

PARCEL NO. 3: BEGINNING for the same on the northeast side of Annapolis Boulevard, 40 feet wide, at the division line between Lot No. 36 and Lot No. 37, as laid out in a plat of "Addition to Waterford Heights", recorded among the Land Records of Anne Arundel County in Plat Cabinet No. 2, Rod E-2, Plat No. 14, now Plat Book 17, folio 45, said point being at the end of the third line of the land described in a deed from George B. Woelfel and wife and Elizabeth Foxwell and husband to Joseph Wilk and wife, dated June 19, 1944 and recorded among the Land Records in Liber JHH No. 308, folio 315, etc. and running thence binding on the northeast side of Annapolis Boulevard, North 40 degrees 37 minutes West 75 feet; thence running for lines of division now made, North 26 degrees 00 minutes and 30 seconds East 265 feet and South 69 degrees 25 minutes East 35 feet to

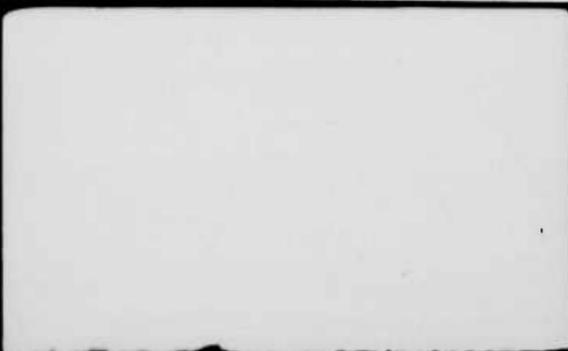
a point in the third line of the land described in said Deed; said third line being the division line between Lots Nos. 36 and 37 as laid out on said plat; and thence running with and binding on part of said third line, South 19 degrees 30 minutes West 300 feet to the place of beginning. CONTAINING 0.33 acres of land, more or less BEING part of Lot No. 36 as laid out on the plat of "Addition of Waterford Heights" hereinbefore referred to. SAVING AND EXCEPTING THEREFROM that portion of the property contained in a Deed from Donald C. Eaton, et al dated February 21, 1970 and recorded among the Land Records of Arundel County in Liber MSH No. 2335, folio 48, which was granted and conveyed unto the State of Maryland to the use of the State Roads Commission of Maryland, its successors and assigns. The improvements thereon being known as 8214 Baltimore Annapolis Boulevard.

BEING the same property acquired by Thomas W. Redmond, Sr. dated May 7, 1987 and recorded as aforesaid in Liber No. 4379, folio 226.

PARCEL NO. 4: BEGINNING for the same at a stone heretofore planted on the south side of the said "Mountain Road" about 11-2/3 perches East of the boundary stone near White Marsh Church, and which is at the end of the fourth line of the whole conveyance to a certain Jorgen Hanson by John F. Williams and Thomas F. Bottomly, Executors of Robert W. Chard, deceased (reference to said conveyance being hereinafter made), from thence with said Mountain Road, in a Easterly direction a distance of 10 perches more or less to a stone heretofore planted at the end of the fifth line of the said whole conveyance to the said Jorgen Hanson by the said Williams and Bottomly, thence a southwest course running with and bounding on the sixth line of said conveyance, a distance of 8 perches, more or less, to a stone heretofore planted on and in said sixth line, thence leaving the said sixth line and running with a straight line in a northwest direction a distance of 12 perches, more or less, to a stone heretofore planted, thence in a northeast direction a distance of 6-1/2 perches, more or less to the place of beginning; laid out for and containing 1/2 acres of land, more or less (See Liber G.W. No. 4, folio 389 for the Williams and Bottomly to Hanson Deed). The improvements thereon being known as 149 E. Mountain Road, (also known as 4505 E. Mountain Road).

BEING the same lot of ground acquired by Thomas W. Redmond by deed dated February 13, 1981 and recorded among the Land Records of Anne Arundel County in Liber WGL No. 3396, folio 327.

PARCEL NO. 5: BEGINNING for the same at a point in the southernmost right of way line and right of way line of through highway of reloc. Maryland Route 177 leading from Governor Ritchie Highway to Old Mill Road, said point of beginning being the intersection of the aforesaid Southernmost right of way line and right of way line of through highway and the line of division between the property which by deed dated September 12, 1967 and recorded among the Land Records of Anne Arundel County in Liber MSH 2202, folio 390 was conveyed by Jessie G. Conner and J. Pauline, wife to Donald C. Eaton and Eva G., wife and the property which by deed dated April 25, 1963 and recorded among the Land Records of Anne Arundel County in Liber LNP No. 1650, folio 393, was conveyed by Leona M. George, widow to Jessie Melvin Cole, unmarried, said point of beginning being situated 66 feet measured radically to the right of station 264 +15 more or less, of the base line of right of way of reloc. Maryland Route 177, as said base line of right of way is delineated on the State Highway Administration-State Roads Commission's plat numbered 41435, running thence and binding along the aforesaid line of division in a southwesterly direction 175 feet, more or less, to intersect the northeasternmost limits and in a northwesterly direction 123 feet, more or less,



thence in a northeasterly direction 35 feet, more or less, thence in a northwesterly direction 74 feet more or less to intersect the aforesaid southernmost right of way line and right of way through highway of reloc. Maryland Route 177, running thence and binding thereon in an easterly direction 176 feet, more or less to the place of beginning. The improvements thereon being known as 8212 Baltimore Annapolis Boulevard.

The above described parcel of land being subject to the Denial of Access Provision of the State Highway Administration - State Roads Commission of Maryland as indicated on the State Highway Administration - State Roads Commission's plat numbered 41435.

BEING the same property acquired by Thomas W. Redmond, Sr. by deed dated May 7, 1987 and recorded among the Land Records of Anne Arundel County in Liber No. 4379, folio 220.

PARCEL NO. 6: BEING KNOWN AND DESIGNATED as Lot Number 37, as shown on a Plat entitled "Plat of Addition to Waterford Heights", made by Howard C. Sutton, Surveyor and Civil Engineer, dated February 20, 1942 and recorded among the Plat Records of Anne Arundel County in Plat Book 17, page 45.

SAVING AND EXCEPTING THEREFROM, HOWEVER, so much of the above described property which was conveyed to Anna Jones, widow, by deed dated December 17, 1956 and recorded among the Land Records of Anne Arundel County in Liber 1147, folio 203 and by deed dated October 10, 1968 and recorded among the Land Records of Anne Arundel County in Liber 2226, folio 145 to the State of Maryland to the use of the State Roads Commission of Maryland. The improvements thereon being known as 8222 Baltimore Annapolis Boulevard.

BEING the same property acquired by Thomas W. Redmond, Sr. by deed dated May 7, 1987 and recorded among the Land Records of Anne Arundel County in Liber 4379, folio 229.

PARCEL NO. 7: BEGINNING for the same on the Northeast side of the Annapolis Boulevard, as laid out 40 feet wide, at a point distant South 40 degrees 37' East 105.00 feet from the division line between Lot 37 and Lot 45, as shown on the plat of "Addition to Waterford Heights", filed among the Land Records of Anne Arundel County in Plat book 17, folio 45; and running thence with the Northeast side of the said Boulevard South 40 degrees 37' East 100.00 feet, thence leaving said Boulevard and running with the Northwest side of a 20 foot right-of-way heretofore laid out, parallel to and distant 55.00 feet Southeasterly from the division line between Lot 45 and Lot 46, North 49 degrees 23' East 336.49 feet; thence leaving said right-of-way and running North 40 degrees 37' West 100.00 feet; running parallel to and distant 45.0 feet Northwesterly from the aforesaid division line between Lot 45 and Lot 46, South 49 degrees 23' West 336.49 feet to the point of beginning. Being a part of Lots 45 and 46, as shown on the aforementioned plat of "Addition to Waterford Heights".

BEING the same property which by Deed of even date herewith, recorded or intended to be recorded among the Land Records of Anne Arundel County, immediately prior hereto, was granted and conveyed unto the within named GRANTOR by FRANK MALLE, JR.

STATE OF MARYLAND

300 514 PAGE 410

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

208557

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here  XX

This financing statement Dated 6/11/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. DEBTOR

Name BAW-CO., INC.  
Address 1230 CRONSON BOULEVARD CROFTON MD 21114

2. SECURED PARTY

Name JEFFERSON BANK AND TRUST COMPANY  
Address 8703 CENTRAL AVENUE CAPITOL HEIGHTS, MD 20743

Person And Address To Whom Statement Is To Be Returned If Different From Above \_\_\_\_\_

3. Maturity date of obligation (if any) 6/11/88

4. This financing statement covers the following types (or items) of property: (list)

ALL ACCOUNTS RECEIVABLE, FURNITURE, FIXTURES AND EQUIPMENT NOW OWNED OR HEREAFTER ACQUIRED.  
NOT SUBJECT TO RECORDATION TAX.

LAND TAX 13.00  
STAMP FEE .50  
RECORDED 0345 801 114751  
JUL 14 87

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- Proceeds of collateral are also covered)
- Products of collateral are also covered)

BAW-CO., INC.  
*[Signature]*  
(Signature of Debtor)

Type or Print Above Name on Above Line  
*Judith A. Helley, VP*  
(Signature of Debtor)

*LuAnn Norris*  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

*LuAnn Norris*  
Type or Print Above Signature on Above Line

514 411

208553

TO BE

NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ \_\_\_\_\_

**FINANCING STATEMENT**

Metro Fire Protection, Inc.

1. Debtor(s):

Name or Names—Print or Type	Harmons,		
1228 Old Dorsey Road, A.A.	Maryland	21077	
Address—Street No.,	City - County	State	Zip Code

Name or Names—Print or Type			
Address—Street No.,	City - County	State	Zip Code

2. Secured Party:

Myrna Villanueva			
Name or Names—Print or Type	Lutherville,		
8507 London Bridge Rd., Balto. MD.		21093	
Address—Street No.,	City - County	State	Zip Code

RECORDING FEE 12.00  
 STATE .50  
 JUL 14 87  
 JA

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). All equipment, inventory, accounts receivable, and assets of any type whatsoever, now owned or hereafter acquired.

4. If above described personal property is to be affixed to real property, describe real property.

N/A

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

Metro Fire Protection, Inc.  
(Signature of Debtor)

(Company, if applicable)

By: Michael P. Peterson V.P.  
(Signature of Debtor)

Myrna Villanueva  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print

\_\_\_\_\_  
Type or Print (Include title if Company)

TO THE FILING OFFICE: \_\_\_\_\_

12  
50

514 412 208553

TO BE

NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF

\$ \_\_\_\_\_

### FINANCING STATEMENT

METRO FIRE PRODUCTS, INC.

Name or Names—Print or Type

ANNE ARUNDEL COUNTY

1228 OLD DORSEY ROAD, HARMANS, MARYLAND 21077

Address—Street No., City - County State Zip Code

1. Debtor(s):

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

FRANK C. PETERS

Name or Names—Print or Type

25 OAKHAMPTON DRIVE, LUTHERVILLE -BALTIMORE COUNTY, MD

Address—Street No., City - County State Zip Code

11.00  
.50  
001 114:55  
87

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). All equipment, inventory, accounts receivables, and assets of any type whatsoever; now owned or hereafter acquired.

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

N/A

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

Metro Fire Protection Inc.  
(Signature of Debtor)

METRO FIRE PRODUCTS, INC.

Type or Print

BY: Michael Peters V.P.  
(Signature of Debtor)

(Company, if applicable)

Frank C. Peters  
(Signature of Secured Party)

Michael Peters  
Type or Print

FRANK C. PETERS

Type or Print (Include title if Company)

To the Public

11  
2

268500

514 PAGE 413

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

ANNE ARUNDEL COUNTY

STATE CORPORATION COMMISSION

(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

RECORD FEE 1.00

Index numbers of subsequent statements (For office use only)

RECORD FEE 11.00  
JUL 14 87

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Wolf, Harry Richard T/A  
Wolf's Sealcoating & Paving  
819 Barbara Court  
Glen Burnie, MD 21061

CROSS INDEXING REQUESTED

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

RECORD FEE 11.00  
JUL 14 87

Name & address of Secured Party

S.M. Christhilf & Son, Inc.  
Rt. 83 and Timonium Rd.  
Timonium, MD 21093

Name & address of Assignee

Associates Comm'l. Corp.  
8002 Discovery Drive #L20  
Richmond, VA 23288

RECORD FEE 11.00  
JUL 14 87  
JA

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement

One (1) Bomag Model BW120AD Vib. Roller SN/ 170114059 complete with all present and future attachments, accessories, repairs, replacement parts and the proceeds thereof.

\*Exempt from Recordation Tax\*

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Harry Richard Wolf T/A  
Wolf's Sealcoating & Paving

Signature of Debtor if applicable (Date)

*Harry Richard Wolf 6/5/87*

S.M. Christhilf & Son, Inc.

Signature of Secured Party if applicable (Date)

*Michael Brown, Sec'y*

208501  
514 414

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

ANNE ARUNDEL COUNTY

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Cunningham Excavating, Inc.  
1073 St. Stevens Church Road  
Crownsville, MD 21032

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Cunningham Concrete, Inc.  
1073 St. Stevens Church Road  
Crownsville, MD 21032

Name & address of Assignee

Associates Commercial Corporation  
8002 Discovery Drive, #420  
Richmond, VA 23288

REGISTRATION FEE 11.00  
JUL 14 87  
JK

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement

One Komatsu Model WA600-1 Wheel Loader SN/10156  
COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS,  
ADDITIONS AND ALL PROCEEDS THEREOF.  
EXEMPT FROM RECORDATION TAX

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Cunningham Excavating, Inc.

Signature of Debtor if applicable (Date)

Cunningham Concrete, Inc.

Signature of Secured Party if applicable (Date)

208502

PRINT OR TYPE ALL INFORMATION

514 10-415

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

ANNE ARUNDEL COUNTY  
STATE CORPORATION COMMISSION

(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Cunningham Concrete, Inc.  
1073 St. Stevens Church Road  
Crownsville, MD 21032

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Associates Commercial Corporation  
8002 Discovery Drive, #420  
Richmond, VA 23288

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement

One Komatsu Model WA600-1 Wheel Loader  
SN/10156

COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT EQUIPMENT AND ADDITIONS, AND ALL CHATTEL PAPER, ACCOUNTS, CONTRACT RIGHTS AND LEASES HERETOFORE OR HEREAFTER ARISING WITH RESPECT TO THE ABOVE COLLATERAL, AND ALL RENTAL PAYMENTS AND OTHER INCOME RELATING THERETO OR ARISING THEREFROM, AND ALL CASH AND NON-CASH PROCEEDS THEREOF.

EXEMPT FROM RECORDATION TAX

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Cunningham Concrete, Inc.

Signature of Debtor if applicable (Date)

Associates Commercial Corporation

Signature of Secured Party if applicable (Date)

514 1734105

268563

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

ANNE ARUNDEL COUNTY

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Cunningham Excavating, Inc.  
1073 St. Stevens Church Road  
Crownsville, MD 21032

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

FILED 11 20  
0345 801 714550  
JUL 14 87

Name & address of Secured Party

Associates Commercial Corporation  
8002 Discovery Drive, #420  
Richmond, VA 23288

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement

One Komatsu Model D155A-1 Crawler Tractor SN/25409  
COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS,  
ADDITIONS AND ALL PROCEEDS THEREOF.  
Exempt From Recordation Tax

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Cunningham Excavating, Inc.

Signature of Debtor if applicable (Date)

*James Cunningham*

Associates Commercial Corporation

Signature of Secured Party if applicable (Date)

*Lugh McWell*

268561

PRINT OR TYPE ALL INFORMATION

514-437

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

ANNE ARUNDEL COUNTY

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.  Cunningham Sand and Gravel, Inc. 1073 St. Stevens Church Road Crownsville, MD 21032	Check the box indicating the kind of statement. Check only one box. <input checked="" type="checkbox"/> ORIGINAL FINANCING STATEMENT <input type="checkbox"/> CONTINUATION - ORIGINAL STILL EFFECTIVE <input type="checkbox"/> AMENDMENT <input type="checkbox"/> ASSIGNMENT <input type="checkbox"/> PARTIAL RELEASE OF COLLATERAL <input type="checkbox"/> TERMINATION
---	--

Name & address of Secured Party Associates Commercial Corporation 8002 Discovery Drive, #420 Richmond, VA 23288	Name & address of Assignee   <div style="text-align: right;">           RECORD FEE 11.00            STAMP FEE .50            JUL 14 87         </div>
--	--

Date of maturity if less than five years	Check if proceeds of collateral are covered (X)
--	---

Description of collateral covered by original financing statement  
 One Komatsu Model WA600 Wheel Loader SN/10154  
 One Komatsu Model WA450 Wheel Loader SN/10285  
 COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS, ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITIONS AND ALL PROCEEDS THEREOF.  
 TRANSACTION EXEMPT FROM REOCRDATAION TAX

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Cunningham Sand and Gravel, Inc. Signature of Debtor if applicable (Date) <i>James [Signature]</i>	Associates Commercial Corporation Signature of Secured Party if applicable (Date) <i>W. M. [Signature]</i>
--	--

514 448  
FINANCING STATEMENT

1. NAME AND ADDRESS OF DEBTOR:

Milton W. Bosley and Company, Inc.  
151 8th Avenue, N.W.  
Glen Burnie, Maryland 21061

2. NAME AND ADDRESS OF SECURED PARTY:

First American Bank of Maryland  
210 E. Lombard Street  
Baltimore, Maryland 21202

3. THIS FINANCING STATEMENT COVERS THE FOLLOWING COLLATERAL:

(a) Furniture and Equipment. All of Debtor's furniture, equipment, and supplies (including all present and future additions, attachments, accessions, substitutions, and replacements), used in or related to the Debtor's business, and all proceeds thereof in any form whatsoever;

(b) Inventory. All of the inventory of the Debtor of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work-in-progress or finished goods, all materials usable or used or consumed in Debtor's business, and all present and future substitutions thereof and additions thereto and all proceeds and products thereof in any form whatsoever; and

(c) Accounts Receivable. All of Debtor's present and future accounts receivable, leases, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages, and returned, repurchased, and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of, the foregoing in any form whatsoever.

4. See attached certificate for computation of amount of debt subject to recordation tax.

MILTON W. BOSLEY AND COMPANY, INC.

By: M. Bosley Wright (SEAL)  
M. Bosley Wright, President

FIRST AMERICAN BANK OF MARYLAND

By: C. Wayne Davis (SEAL)  
C. Wayne Davis,  
Vice President

AFTER RECORDATION, PLEASE RETURN TO:

John R. Wise, Esquire  
Moore, Libowitz & Thomas  
334 St. Paul Place  
Baltimore, Maryland 21202

MOORE, LIBOWITZ  
& THOMAS  
ATTORNEYS AT LAW  
334 ST. PAUL PLACE  
BALTIMORE, MARYLAND  
21202

11-  
136500  
A.A. County

514 419

CERTIFICATE OF AMOUNT OF DEBT SUBJECT  
TO RECORDATION TAX

THE UNDERSIGNED hereby certifies that the books and records of Milton W. Bosley and Company, Inc. show the following values for property which secures its debt of Seven Hundred Fifty Thousand Dollars (\$750,000.00) to First American Bank of Maryland:

Value of Inventory and Accounts Receivable: \$1,180,000.00 = 74%  
Total value of property covered by  
Financing Statement: \$1,605,000.00

THEREFORE, the amount of debt exempt from recordation tax is computed as follows:

$$74\% \times \$750,000.00 = \$555,000.00$$

and the total amount of debt subject to tax upon the filing of the Financing Statement submitted herewith is \$195,000.00.

MILTON W. BOSLEY AND COMPANY, INC.

By: *M. Bosley Wright*  
M. Bosley Wright, President

514 420

208500

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es) FINLAY FINE JEWELRY, Division of S & L Acquisition Co., L.P. 521 Fifth Avenue New York, New York 10175 CONSIGNEE	2 Secured Party(ies) and Address(es) AMERICAN GEMSMITHS, INC. 609 Fifth Avenue New York, New York 10017  CONSIGNOR	3 For Filing Officer (Date, Time, Number, and F.)
---	---	--

4 This financing statement covers the following types (or items) of property:

See Exhibit A attached

RECORD FEE 11.00  
 TAX FEE .50  
 JUN 14 87

Check  if covered:  Products of Collateral are also covered

No. of additional sheets presented: 1

Filed with Clerk of Circuit Court, Anne Arundel County, Maryland

(USE WHICHEVER SIGNATURE LINE IS APPLICABLE)  
 FINLAY FINE JEWELRY, DIVISION OF S & L ACQUISITION CO., L.P., CONSIGNEE  
 AMERICAN GEMSMITHS, INC., CONSIGNOR

By: \_\_\_\_\_  
Signature(s) of Debtor(s)

By: \_\_\_\_\_  
Signature(s) of Secured Party(ies)

Filing Office Copy—Alphabetical  
STANDARD FORM —  
UNIFORM COMMERCIAL CODE — UCC-1

This form of financing statement is approved by the Secretary of State

Revised, Am. S.B. 161, Eff. 3/15/82  
anderson publishing co. cincinnati, ohio 45201  
(Reprinted 12/85)

EXHIBIT A 500 514 421

Jewelry, inventory and related items consigned to Consignee, for sale at its locations in stores of Hutzler Brothers Company listed below, by Consignor, American Gemsmiths, Inc. pursuant to a Consignment Agreement executed on or about May 26, 1987 between Consignor and Consignee. Ownership of and title to the items/property consigned belongs to and shall remain at all times in Consignor, American Gemsmiths, Inc.

Locations

Palace Store  
200 North Howard Street  
Baltimore, Maryland 21201

Towson Store  
Dulaney Valley & Joppa Roads  
Towson, Maryland 21204

Westview Store  
5840 Baltimore National Pike  
Baltimore, Maryland 21228

Eastpoint Store  
7835 Eastern Avenue  
Baltimore, Maryland 21224

White Marsh Store  
8200 Perry Hall Boulevard  
Baltimore, Maryland 21236

Harford Mall Store  
698 Belair Road  
Belair, Maryland 21014

Harundale Store  
100 Harundale Mall  
Glen Burnie, Maryland 21061

Security Square Mall Store  
6901 Security Boulevard  
Baltimore, Maryland 21207

208577

514 422

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

For Filing Officer  
(Date, Time, Number, and Filing Office)

Debtor(s) (Last Name First) and address(es)

Secured Party(ies) and address(es)

CADMUS QUALITY PRINTS ~~INC.~~  
#4 PLATZER LANE S. W.  
GLEN BURNIE, MARYLAND 20161

Advance Process Supply Company  
400 North Noble Street  
Chicago, IL 60622

RECORD FEE 17.00  
POSTAGE .50  
MAIL ROOM 109:18  
JUL 15 87

1. This financing statement covers the following types (or items) of property

Machinery and equipment described in detail in Installment Sale Contract (Security Agreement) attached hereto and made a part hereof dated MAY 28, 1987 together with all accessions attachments and appurtenances thereto and substitutions and replacements therefor and all casualty insurance policies thereon and all proceeds of all the foregoing collateral. DEBTOR IS NOT AUTHORIZED TO SELL, TRANSFER OR OTHERWISE CONVEY ANY OF THE FOREGOING COLLATERAL.

ASSIGNEE OF SECURED PARTY

National Security Bank  
1030 W. Chicago Ave.  
Chicago, Illinois 60622

Not Subject to Recordation Tax

SECURED PARTY

ADVANCE PROCESS SUPPLY COMPANY

BY

*Albert Cohen*  
*Exec Pre*

2  Products of Collateral are also covered.

CADMUS QUALITY PRINTS INC.

Additional sheets presented.  CLERK OF THE CIRCUIT COURT

Filed with Office of Secretary of State of Illinois

Debtor is a transmitting utility as defined in UCC §9-105

By

*Alton H. Hartman*  
Signature of (Debtor)  
(Secured Party)\*

\*Signature of Debtor Required in Most Cases  
Signature of Secured Party in Cases Covered By UCC §9-402 (2)

FILING OFFICER—ALPHABETICAL

This form of financing statement is approved by the Secretary of State.

STANDARD FORM UNIFORM COMMERCIAL CODE FORM UCC-1 REV 1-75

**INSTALLMENT SALE CONTRACT  
(Security Agreement)**

514 PAGE 423

THIS AGREEMENT OF SALE made at GLEN BURNIE, MARYLAND MAY 28, 1987, between:  
(City, State) (Date of Sale)

ADVANCE PROCESS SUPPLY COMPANY  
(Name of Seller, hereinafter called "Seller")

CADMUS QUALITY PRINTS, INC.  
(Name of Buyer, hereinafter called "Buyer")

400 NORTH NOBLE STREET  
(Principal place of business)

#4 PLATZER LANE S. W.  
(Principal place of business)

CHICAGO, ILLINOIS 60622  
(City) (County) (State)

GLEN BURNIE, MARYLAND 20161  
(City) (County) (State)

(Buyer's residence address if not a Corporation)

Seller sells to Buyer and Buyer purchases from Seller the following described property (hereinafter called "Goods"), upon the terms stated below and upon the reverse side hereof, all of which constitute a part hereof:

**DESCRIPTION OF GOODS**

(State Fully Showing QUANTITY, MANUFACTURER, MODEL AND SERIAL NUMBER)

- |         |           |  |
|---------|-----------|--|
| ONE (1) | 44-4321-4 | ELECTRIC WASHER 10 GAL SCW10E                    |
| ONE (1) | 44-4327-1 | SOLVENT FILTER ASSEMBLY INSTALLED SOLVFIL        |
| ONE (1) | 42-9707-3 | PRIMATEX SCREEN DRYING CABINET                   |
| ONE (1) | 42-9705-7 | PRIMATEX EXPOSING UNIT 30X46 BENCH MDL.          |
| ONE (1) | 43-5825-5 | TEE-Z-TEX TABLE TOP TEXTILE DRYER 220 VAC 24X24" |
| ONE (1) | 43-5827-1 | LEG ATTACH FOR TEE-Z-TEX                         |
| ONE (1) | 43-5852-9 | 4-COLOR W/DELUXE MICRO & OFF CONTACT             |
| ONE (1) | 43-5801-6 | 3-STA. SPEED TABLE FOR 4-COLOR ROTOTEX           |
| ONE (1) | 43-5804-0 | STRETCH FRAME FOR ABOVE                          |
| ONE (1) | 43-4533-6 | ROTOTEX EXTRA PALLETS (LARGE-MED-SMALL)          |
| ONE (1) | 43-5812-3 | EXTRA PALLETS 16X12 MEDIUM                       |
| ONE (1) | 43-5808-1 | ROTOTEX SLEEVE PRINTING ATTACH                   |
| ONE (1) | 42-9708-1 | KPRIMATEX 2-COLOR CAP PRINTER                    |

GOODS TO BE LOCATED AT #4 PLATZER LANE S.W., GLEN BURNIE, MARYLAND 20161  
(Address) (City) (State)

Buyer acknowledges that Seller has concurrently herewith offered Buyer a cash price of \$ 9,294.00 and a time price (Item 1 below) of \$ 9,981.65 for the Goods and Buyer has elected to purchase the Goods for the time price, the unpaid balance of which (hereinafter called "Time Price Balance"—Item 4 below) is calculated as follows:

- |   |                    |
|---|--------------------|
| 1. Time Price   | \$ <u>9,981.65</u> |
| 2. Filing fees and other charges (Specify _____)          | \$ <u>20.00</u>    |
| 3. Deductions from Time Price:                            |                    |
| (a) Down Payment  | \$ <u>5,249.00</u> |
| (b) Trade-In Description _____                            | \$ <u>5,249.00</u> |
| 4. Time Price Balance (Sum of Items 1 and 2, less Item 3) | \$ <u>4,752.65</u> |

Buyer will pay to Seller the Time Price Balance at the office of Seller specified above, or at such other place as Seller may designate in writing to Buyer, in consecutive monthly installments of:

- |   |           |  |               |          |  |            |
|---|-----------|--|---------------|----------|--|------------|
| 1 | <u>23</u> | consecutive installments of \$ <u>198.02</u> | each; then 2. | <u>1</u> | consecutive installments of \$ <u>198.19</u> | each; then |
| 3 |           | consecutive installments of \$ _____         | each; then 4. |          | consecutive installments of \$ _____         | each; then |
| 5 |           | consecutive installments of \$ _____         | each; then 6. |          | consecutive installments of \$ _____         | each; then |
| 7 |           | consecutive installments of \$ _____         | each; then 8. |          | consecutive installments of \$ _____         | each       |

which installment payments will be made on the \_\_\_\_\_ day of each month beginning with the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_. All of said installments will be payable on said dates and in said amounts notwithstanding that delivery of all or part of the Goods may be made at any time or times hereafter. If any installment of the Time Price Balance is not paid when due or declared due, then, to the extent permitted by applicable law, Buyer will pay to Seller immediately upon demand interest thereon at the highest contract rate permitted by applicable law from the date due or declared due until paid; and, in addition thereto, a single late charge calculated at the rate of five cents for each dollar of each installment in default.

To secure the payment by Buyer to Seller of the Time Price Balance, all other indebtedness now or hereafter owing by Buyer to Seller hereunder and the performance by Buyer of all of its covenants, warranties, representations and undertakings under this contract (hereinafter collectively called "Buyer's Liabilities" Buyer hereby grants Seller a security interest in the Goods and all existing and after-acquired attachments, replacements, substitutions, additions and accessions thereto and the proceeds thereof.

Several copies or counterparts of this Contract may be signed by Seller and Buyer, but only the original Contract (white copy) shall be deemed chattel paper, document, or security agreement for purposes of assignment, transfer and perfection of security interests.

**BUYER HEREBY ACKNOWLEDGES RECEIPT OF A TRUE AND CORRECT COPY OF THIS CONTRACT AND THAT ALL BLANK SPACES CONTAINED HEREIN, EXCEPT SERIAL NUMBERS OF THE GOODS, HAVE BEEN FILLED IN PRIOR TO BUYER'S EXECUTION HEREOF.**

Accepted ADVANCE PROCESS SUPPLY COMPANY  
(Name of Seller)

CADMUS QUALITY PRINTS, INC.  
(Name of Buyer)

(SEAL)

By Albert Cohen  
(Must be signed by authorized Corporate Officer, Partner or Owner) Title \_\_\_\_\_

By Chris J. Battauer Owner  
(Must be signed by authorized Corporate Officer, Partner or Owner) Title \_\_\_\_\_

(PLACE BUYER'S CORPORATE SEAL)

By \_\_\_\_\_  
(Must be signed by authorized Corporate Officer, Partner or Owner) Title \_\_\_\_\_

(Attest or witness: Secretary, if Corporation, otherwise witness)

THIS INSTALLMENT SALES CONTRACT WAS PREPARED BY \_\_\_\_\_  
ID 15 REORDER FROM TYPECRAFT CO. - CHICAGO

1. ASSIGNMENT. Seller may assign this Contract at any time and without Buyer's consent. Buyer will not and cannot assign this Contract, any interest herein or in the Goods by its own act or by operation of law or otherwise and any such attempted assignment will be void. In the event Seller assigns this Contract: (i) Buyer will not be relieved of any obligation, undertaking, warranty or representation contained or made herein; (ii) Seller's assignee will have all the rights, powers, remedies and interests of Seller hereunder and in this regard, any reference to Seller hereunder will also be deemed to mean Seller's assignee; (iii) Seller's assignee will not be subject to any of Seller's obligations hereunder; (iv) no modification or alteration hereof will be effective against Seller's assignee after notice of such assignment has been given to Buyer, unless such modification or alteration has been expressly agreed to in writing by such assignee; (v) Seller will not be deemed to be Seller's assignee for any purpose, and Buyer's obligations hereunder will be unconditional, irrevocable and absolute in any and all events and circumstances; (vi) Buyer will not assert against any assignee of Seller any defense, setoff, counterclaim or claim which Buyer may now or hereafter have against Seller, and Buyer will resolve all such defenses, setoffs, counterclaims, or claims it may have against Seller directly with Seller and Buyer hereby waives the same as against any such assignee.

2. SELLER'S WARRANTIES. Seller makes only those representations and warranties enumerated in its Standard Terms and Conditions as shown on the reverse side of Seller's "Acknowledgment of Order Form". Seller makes no other warranties. All other warranties, expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose, are disclaimed.

3. BUYER'S WARRANTIES, REPRESENTATIONS AND COVENANTS. Buyer warrants, represents and covenants to Seller that: (a) the Goods are bought and will be used (i) solely for commercial or business use; (b) the Goods, and all of Buyer's records with respect thereto, will be located at all times at the place indicated on front of this Contract and that Buyer will promptly notify Seller of any change in the location of the Goods and such records; (c) Buyer will not remove the Goods from the location specified above without the prior written consent of Seller; (d) the address(es) so specified at the beginning of this Contract (on the reverse side hereof) is Buyer's sole place of business and, that so specified is Buyer's residence; (e) Buyer will immediately advise Seller in writing of any change in Buyer's name, organization, identity, or Corporate structure; (f) no financing statement, continuation statement or other record or notice of lien covering the Goods or of any change of Buyer's place of business, or of the opening of any new place of business, or if any change in Buyer's name, organization, identity, or Corporate structure; (g) Buyer has good and indefeasible title, free and clear of liens, encumbrances and security interests, in and to all of the property traded-in by Buyer under this Contract, and that Buyer has the right and power to transfer such title thereto to Seller; (h) Buyer will keep and maintain the Goods in good operating condition and repair and make all necessary repairs, in and to all of the property traded-in by Buyer under this Contract, and that Buyer has the right and power to transfer such title thereto to Seller; (i) Buyer will pay promptly when due all taxes, encumbrances and security interests other than that of Seller; (j) Buyer will keep the Goods free from all liens, encumbrances and security interests other than that of Seller; (k) Buyer will not use the Goods illegally, nor permit the Goods to become fixtures to real estate or accessories to other goods; and (l) Buyer will acquire, at its own cost and expense, all permits, licenses and certificates of title required by law with respect to the Goods or their use, ownership or operation.

4. RISK OF LOSS. All risk of loss, damage or destruction to any or all of the Goods will be borne, at all times, by Buyer.

5. INSURANCE. Until repayment of Buyer's Liabilities, Buyer, at its expense, will obtain and maintain the following insurance (without co-insurance by Buyer) with such insurers as are satisfactory to Seller: (a) upon the Goods against loss or damage by fire, theft, and all other hazards and risks ordinarily subject to extended coverage insurance and against such other hazards and risks as Seller may request; in amounts not less than the full replacement value of the Goods or the unit bid balance owing hereunder by Buyer to Seller, whichever is greater; and (b) for public liability and property damage relating to the ownership and use of the Goods whether by Seller, Buyer, or third parties for at least the amount specified herein as the Time Price. Seller's acceptance of policies in lesser amount of risks than required hereby shall not constitute a waiver by Seller of any obligation of Buyer hereunder. All such policies will contain an endorsement in form acceptable to Seller, showing loss payable to Seller and its assignee, if any, as their respective interests may appear and will be non-cancelable except upon written notice to Seller and its assignee. Buyer will deliver to Seller certified copies of such policies to secure the payment of Buyer's Liabilities. Buyer: (i) assigns to Seller the right to receive the proceeds of the aforesaid policies; (ii) directs all insurers to pay all proceeds of the aforesaid policies directly to Seller; (iii) appoints Seller its attorney for the purpose of making, settling and adjusting claims under said policies, endorsing the name of Buyer on any check, draft, instrument, or other item of payment for the proceeds of said policies and for determining whether to replace the Goods or take cash; and (iv) grants to Seller, upon receipt, in any manner determined by Seller to Buyer, the balance of such proceeds, if any, remaining after such application interest in and to all of said policies and the proceeds thereof. Proceeds of the aforesaid policies may be applied by Seller, upon receipt, in any manner determined by Seller to Buyer.

6. DEFAULT. Each of the following events will constitute an event of default hereunder (hereinafter called a "Default"): (i) failure of Buyer to pay any of Buyer's Liabilities on the date when the same are due or declared due; (ii) failure of Buyer to perform, keep or observe any term, provision, warranty or condition contained herein, or in any other contract, agreement, instrument or document heretofore, now or hereafter executed by Buyer and delivered to Seller, which term, provision, warranty or condition is required to be performed, kept or observed by Buyer; (iii) at any time or times now or hereafter any warranty, representation, statement, report or certificate, now or hereafter executed by Buyer or furnished to Seller by or on behalf of Buyer is not true and correct; (iv) at any time or times hereafter Seller shall, in good faith, determine it is insecure with respect to the payment from Buyer to Seller of any of Buyer's Liabilities; (v) all or any part of the property of Buyer is attached, seized, subject to a writ or distress warrant, or is levied upon, or comes within the possession of any receiver, trustee, custodian or assignee for the benefit of creditors; (vi) the death of Buyer or any co-signer; (vii) the filing by or against Buyer or any co-signer of any proceeding under the Bankruptcy Act or for the appointment of a receiver, trustee or custodian in exclusive control thereof; (viii) sell or otherwise dispose of the Goods at public or private sale in accordance with applicable law, for cash or credit at the election of Seller but Buyer shall be credited with the net proceeds of any such sale only when said proceeds are actually received by Seller, and Seller may become the purchaser at any such sale if permissible under applicable law; (ix) exercise of any or all of the rights accruing to a secured party under the Uniform Commercial Code and any other applicable law upon default by a debtor. Buyer will, if Seller requests, assemble the Goods and make them available to Seller at a place to be designated by Seller which is reasonably convenient to Seller and Buyer.

Buyer will pay Seller any deficiency that may remain after Seller credits Buyer's Liabilities in the net amount of any proceeds received by Seller through Seller's exercise of any or all of its rights or with any amounts received by Seller from the sale, lease or other disposition of the Goods by a receiver, trustee, custodian or auctioneer. All Seller's rights under this Contract are cumulative.

Any notice of foreclosure, sale, lease or other disposition of the Goods or any other intended action by Seller with respect to the Goods or this Contract, sent to Buyer at its principal place of business as specified on the reverse side hereof, or such other address of notice to Buyer of any such action and will be deemed to have been received by Buyer two (2) days after the date such notice is deposited in the United States mail.

To the extent permitted by applicable law, Buyer hereby waives and releases Seller of and from any and all liabilities or penalties for failure of Seller to comply with any statutory or other requirement imposed on Seller relating to notices of sale, holding of sale, or reporting of any sale, and Buyer waives all rights of redemption from any such sale. In the event Seller seeks to take possession of the Goods by replevin or other court process, Buyer hereby irrevocably waives any bonds, and any surety or security relating thereto, required by any statute, court rule or otherwise as an incident to such possession, and waives any demand for possession prior to the commencement of any suit or action to recover possession of the Goods and waives the right to trial by jury with respect thereto and in any other action in which the Seller is a party. To the extent permitted by applicable law, Buyer hereby waives the application of all of its rights and powers under all statutes of limitation and similar statutes and laws as to this Contract and all portions thereof.

7. COSTS, EXPENSES AND ATTORNEYS' FEES. If at any time or times hereafter Seller employs counsel for advice with respect to this Contract, or to intervene, file a petition, answer, motion or other pleadings in any suit or proceeding relating to this Contract, or relating to the Goods or any of such collateral, or to attempt to enforce the security interest in said Goods or any such collateral, or to represent Seller in any pending or threatened litigation with respect to the affairs of Buyer, or to enforce any rights of Seller or the payment of Buyer's Liabilities, then in any of such events, all of the reasonable attorneys' fees arising from such services, and any expenses, costs and charges relating thereto, will be an addition to Buyer's Liabilities, payable on demand.

8. MISCELLANEOUS

(a) Loss or damage to the Goods will not release Buyer from any obligation, undertaking, warranty, representation or covenant contained or made herein by Buyer. (b) Repairs to the Goods and to any attachments, replacements, additions, accessions or substitutions thereto will be at Buyer's expense and will constitute a part of the Goods, subject to the terms of this Contract. (c) No provision or term of this Contract will be of any effect in any state or other jurisdiction in which the inclusion thereof would affect the validity or enforcement of this Contract, but, in any such case, all of the remaining provisions and terms hereof shall subsist and be effective according to the tenor of this Contract, the same as though such other provision or term had never been included herein. (d) This Contract contains the full, final and exclusive statement of the contract of the parties relating to the purchase of the Goods and will not be modified by trade usage or course of performance. The failure at any time or times hereafter to require strict performance by Buyer of any of the provisions, warranties, terms and conditions contained in this Contract or any other contract, agreement, instrument or document now or hereafter executed by Buyer and delivered to Seller will not waive or diminish any right of Seller hereafter to demand strict compliance and performance therewith and with respect to any other provisions, warranties, terms and conditions contained in such contracts, agreements, instruments and documents, and any waiver of any default will not waive or affect any other default, whether prior or subsequent thereto. None of the provisions and terms contained in this Contract or any other contract, agreement, instrument or document now or hereafter executed by Buyer and delivered to Seller will be deemed to have been waived by any act or knowledge of Seller, its agents, officers or employees, but only by an instrument in writing signed by an officer of Seller and directed to Buyer specifying such waiver. (e) Buyer will execute and deliver to Seller concurrently herewith, and at any time or times hereafter at the request of Seller, all financing statements, security agreements, notices, renewal financing statements and notices, and all other documents as Seller may request, in form satisfactory to Seller, to perfect and maintain perfected under all applicable laws the security interests granted by Buyer to Seller hereunder. Seller and its assignee, if any, are hereby each appointed Buyer's attorney-in-fact to do all acts and things which Seller or said assignee may deem necessary to perfect and maintain perfected said security interests and to protect the Goods. (f) If there is more than one signer of this Contract, whether as Buyer or co-signer, their obligations shall be joint and several. (g) The term "Buyer" shall include each Buyer and co-signer jointly and severally. (h) Seller or any of its agents will have the right at any time or times hereafter, during Buyer's reasonable business hours, to examine and inspect any or all of the Goods. (i) In the event Buyer fails to pay any tax, assessment, levy or charge or to discharge any lien upon any or all of the Goods or in the event Buyer fails to obtain or maintain any insurance required to be obtained or maintained by Buyer hereunder, then, in any such event, Seller, without waiving or releasing any obligation or default of Buyer hereunder, may at any time or times hereafter, but will be under no obligation to do so, obtain and maintain such insurance, make such payment, settlement, compromise, or release or cause to be released any such lien and take any such other action with respect thereto which Seller deems advisable. All sums paid by Seller in satisfaction of or on account of any of the foregoing, and any expenses and reasonable attorney's fees relating thereto, will be additions to Buyer's Liabilities, payable on demand. (j) Buyer will obtain and immediately deliver, or cause to be delivered to Seller, waivers of any rights in and to the Goods from all owners and mortgagees of the real estate upon which the Goods are or are to be located. (k) Buyer waives all exemption and homestead laws. (l) Buyer will from time to time at the request of Seller immediately deliver to Seller such financial statements, reports, data and information as is requested. (m) The signature of any officer or managing agent of Buyer, if Buyer is a corporation, or of any partner or managing agent, if Buyer is a partnership or firm, on this Contract, on any receipt for the acceptance of the Goods, or any portion thereof, acknowledging that the Goods are in acceptable condition, or on any one or more statements, reports, agreements, waivers, instruments or documents, now or from time to time hereafter executed in the name of Buyer and delivered to Seller, will be binding upon Buyer. (n) Buyer has the capacity and power and is duly authorized to enter into this Contract and to execute and deliver the same to Seller. (o) Seller will have the right to proceed against any one or more Buyers and/or any one or more co-signers without first exhausting any other remedy available to Seller and/or to proceed against Buyer or the Goods. (p) For purposes of determining the amount of Buyer's Liabilities, the receipt of any check or any other item of payment on account of Buyer's Liabilities will not be considered a payment on account thereof until such check or other item of payment is honored when presented for payment. (q) Buyer irrevocably agrees that Seller shall have the continuing exclusive right to apply and reapply any and all such payments received by Seller from or for the account of Buyer at any time or times hereafter in any manner as Seller may deem advisable, notwithstanding any entry by Seller upon any of its books and records and notwithstanding any designation made by Buyer.

In the event of an assignment of this contract by Seller, Seller may direct Buyer and Buyer shall be obligated to make all future installment payments hereunder directly to Seller's assignee.

Mail to

Walt Security Bank

[FOR USE IN CODE STATES, MUST BE USED IN: ALABAMA, ALASKA, ARKANSAS, CALIFORNIA, DELAWARE, DISTRICT OF COLUMBIA, FLORIDA, GEORGIA, ILLINOIS, INDIANA, IOWA, KENTUCKY, MAINE, MICHIGAN, MINNESOTA, MISSISSIPPI (EFF. 4/1/68), NEVADA (EFF. 3/1/67), NEW HAMPSHIRE, NEW JERSEY, NEW MEXICO, NEW YORK, NORTH CAROLINA (EFF. 7/1/67), OKLAHOMA, OREGON, PENNSYLVANIA, SOUTH CAROLINA (EFF. 1/1/68), SOUTH DAKOTA (EFF. 7/1/67), TENNESSEE, TEXAS, VERMONT, VIRGINIA, WEST VIRGINIA, WASHINGTON (EFF. 7/1/67), WISCONSIN AND WYOMING.]

Arne Arundel

514 FILE 426

88573

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here

This financing statement Dated 5/20/84 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name United Propane, Inc.

Address 203 Weyches Rd. P. H. Smith, Md 2108

2. SECURED PARTY

Name I.T.T. COMMERCIAL FINANCE CORP.

Address P.O. BOX 489

COLUMBIA, MD 21045

Person And Address To Whom Statement Is To Be Returned If Different From Above.

SEARCH FEE 11.00  
INDEX FEE .50  
MAY 20 1984 11:16  
MAY 15 1984  
CK

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

ALL INVENTORY, RAW MATERIALS, GOODS IN PROCESS, FINISHED GOODS, MACHINES, MACHINERY, FURNITURE, FURNISHINGS, FIXTURES, VEHICLES, ACCOUNTS RECEIVABLE, BOOK DEBTS, NOTES, CHATTEL PAPER, ACCEPTANCES, REBATES, INCENTIVE PAYMENTS, DRAFTS, CONTRACTS, CONTRACT RIGHTS; CHOSSES IN ACTION AND GENERAL INTANGIBLES, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, AND ALL ATTACHMENTS, ACCESSIONS AND ADDITIONS THERETO, SUBSTITUTIONS, AND ACCESSORIES THEREFORE, AND REPLACEMENTS AND PROCEEDS.

CHECK IN THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]  
(Signature of Debtor)  
United Propane, Inc.  
Robert A. Pastal, C.O.B.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

I.T.T. COMMERCIAL FINANCE CORP.  
[Signature]  
(Signature of Secured Party)  
Kenneth N. Collins - Agent  
Type or Print Above Signature on Above Line

Mail to I.T.T. Commercial  
Finance Corp

268579

514 427

The FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es):  
 BYRUL JUNE BLANEY  
 423 WAYSONS MOBILE COURT  
 LOTHIAN MD 20711

2 Secured Party(ies) Name(s) and Address(es):  
 GREEN TREE ACCEPTANCE INC.  
 2200 BRITZ BLVD | #245  
 WOODBRIDGE, VA 22191

3  The Debtor is a transmitting utility

4 For Filing Officer Date Time No Filing Office  
 RECEIVED FEE 11.00  
 POSTAGE .50  
 424103 0777 001 10910P  
 JUL 15 1987

5 This Financing Statement covers the following type(s) of property:  
 1981 CHAMPION BARBAIN BASIC  
 40 X 14 SERIAL # F03 1117809  
 AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND  
 APPURTANCES THEREIN AND THEREON INCLUDING BUT NOT  
 LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S  
 \* PRODUCTS OF THE COLLATERAL ARE ALSO COVERED GREENHENT AND/OR DETAIL

6 Assignee(s) of Secured Party and Address(es):  
 CK

7  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like  
 (including oil and gas) is on \*  
 \*(Describe Real Estate in Item 8)

8 Describe Real Estate Here  This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

No. & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s)

BYRUL JUNE BLANEY  
 By *Byrul June Blaney* Signature(s) of Debtor(s)  
 By *Isabel Manfredi* Signature(s) of Secured Party(ies)  
 (Required only if Item 10 is checked)

(3/83) (1) FILING OFFICER COPY—NUMERICAL 1150  
 STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

Mail to Green Tree Acceptance Inc.

RECORDING FEE \$13.00  
POSTAGE .50  
TOTAL \$13.50  
JUL 15 1987  
CK

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records. A.A. County
- 3.  Not subject to Recordation Tax.

4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) Address(es)  
 Jenkins Marine Motor Sales, Inc. 7328 Ritchie Highway  
 T/A: Boatland and/or Jenkins Boatland Glen Burnie, Maryland 21061

6. Secured Party Address P.O. Box 1661  
 PROVIDENT BANK OF MARYLAND Baltimore, MD 21203 1661  
 Attention: Thomas D. O'Brien

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

H. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

I.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtor: Jenkins Marine Motor Sales, Inc.

By: Lawrence Pastorek (Seal) \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

Mr. Clark: Please return to PROVIDENT BANK OF MARYLAND to the officer and at the address set forth in paragraph 6 above.

1250

BOOK 514 PAGE 429

SCHEDULE A

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
Arrow Glass	Fiesta 210	GSY00497D787
Arrow Glass	Fiesta 210	GSY00575D787

\$18,786.60

Mail to

Provident Bank of  
Maryland.

FINANCING STATEMENT

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records. A.A. County
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

5. Debtor(s) Name(s) Address(es)  
 Jenkins Marine Motor Sales, Inc. 7328 Ritchie Highway  
 T/A: Boatland and/or Jenkins Boatland Glen Burnie, Maryland 21061

6. Secured Party Address P.O. Box 1661  
 PROVIDENT BANK OF MARYLAND Baltimore, MD 21203 1661  
 Attention: Thomas D. O'Brien

RECORD FEE 13.00  
 TAXES .50  
 11/15/87 1177 101 109:22

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.
- F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.
- G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

JUL 15 87  
 CK

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors Jenkins Marine Motor Sales, Inc.  
 By: Andree Fastone (Seal) \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the officer and at the address set forth in paragraph 6 above.

1350

SCHEDULE A

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
Baretta	191	NMHP24051F787
Baretta	191	NMHP24053F787
Baretta	191	NMHP24055F787
Baretta	191	NMHP24057F787

TOTAL \$28,775.29

Mail to Prudential Bank of  
Maryland

FINANCING STATEMENT

RECORDING FEE 13.00  
POSTAGE .50  
JUL 15 1987  
CK

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records. A.A. County
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial coin in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) Address(es)  
 Jenkins Marine Motor Sales, Inc. 7328 Ritchie Highway  
 T/A: Boatland and/or Jenkins Boatland Glen Burnie, Maryland 21061

6. Secured Party Address P.O. Box 1661  
 PROVIDENT BANK OF MARYLAND Baltimore, MD 21203 1661  
 Attention: Thomas D. O'Brien

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures. All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures. All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.

G. Other. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors Jenkins Marine Motor Sales, Inc.  
 By: [Signature] (Seal) \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the officer and at the address set forth in paragraph 6 above.

1250

SCHEDULE A

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
Baretta	191	NMHP24037E787
Baretta	191	NMHP24039E787
Baretta	191	NMHP24006E787
Baretta	191	NMHP24050E787

TOTAL \$26,419.50

Mail to Provident Bank of  
Maryland

MARYLAND FINANCING STATEMENT

BOOK 514 PAGE 434

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Peter Straaten, Inc.
927 West St. Annapolis, Maryland 21403
(Name or Names)
(Address)

LESSEE
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Superior Service Corporation
2001 E. Joppa Road, Baltimore, Maryland 21234
(Name or Names)
(Address)

4. This financing Statement covers the following types (or items) of property:

One- Telaman 5, Telephone System to included 1-Key System, 5- Control Heads

RECORDED FEE 11.00
JUL 15 1987
CK

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE Peter Straaten, Inc.

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Peter Straaten (Title)

By: Gordon T. Hill Pres. (Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: (Title)

Return to:

(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

11/50 Mail to Chesapeake Industrial Leasing Co. Inc

268584

514 435

MARYLAND FINANCING STATEMENT

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Pardners, Inc. T/A Pizza Movers  
(Name or Names)  
3006 Mountain Road Pasadena, Maryland 21122  
(Address) Lease No. BFED 621

LESSEE \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Baltimore Federal Financial, F.S.A.  
of LESSOR \_\_\_\_\_  
P.O. Box 116 (Name or Names) Baltimore, Maryland 21203  
(Address)

4. This financing Statement covers the following types (or items) of property:

See attached Schedule A.

RECORD FEE 18.00  
POSTAGE .50  
#24132 CTT7 801 T09+35  
JUL 15 87  
CK

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE  
Pardners, Inc. T/A Pizza Movers  
By: David R. Young (Title) President  
(Type or print name of person signing)  
David R. Young  
By: \_\_\_\_\_ (Title)  
\_\_\_\_\_  
(Type or print name of person signing)

LESSOR  
CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
By: Gordon T. Hill (Title) President  
(Type or print name of person signing)

Return to:  
CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

18.50

SCHEDULE A

Attached to and made a part hereof Equipment Lease No. BFED 621  
 dated June 19, 1987.

<u>Quantity</u>	<u>Description</u>
1	- Penn Walk-in Cooler - 9'7" x 11'6" x 8'½" Self-contained with 2 - 3/4 H.P. Compressors 208V - 3 phase - Delivered and erected
1	- Middleby Marshall Double Pizza Oven - Model PS360 Demo and Hook-up
1	- Telephone Order Table - 1-TOT-96
1	- Telephone Order Table Shelf - 1-TOT-S
1	- Sheet Pan Wall Shelf - SPS-48
1	- Dough Table Filler - 2-DT-A-24
1	- End Splash - 2-DT-ES
1	- Corner Dough Table - 2-DT-B-48
1	- Dough Table - 2-DT-C-48
1	- Right Hand Dough Table - 2-DT-D-48R
1	- Back Panels - 2-SG-30
1	- Back Panels - 2-SG-84
1	- Logo - 2-SG
1	- S.S. Wall Panel - 2-WP-60
1	- Pizza Prep Table - 3-PMP-96
1	- Complete Scale Kit - 3-SK-A
1	- Pizza Cutting Table - 4-PCT-72
1	- Hot Holding Table - 5-HHT-4L-57
1	- Vent Heat Hood - 7-VHH-82x62
1	- 3 Compartment Sink Straight - 11-3CSS108
1	- Faucet - 11-F-B231
1	- Prerinse - 11-F-B133
1	- Prerinse Bracket - 11-F-B109
1	- Add A Faucet - 11-F-B156
1	- Duct Work including Fresh Air, Exhaust & Hanging Hood

SCHEDULE A

Attached to and made a part hereof Equipment Lease No. BFED 621  
 dated June 19, 1987.

<u>Quantity</u>	<u>Description</u>
4	- Amco Zinc Plated Shelves - Model 18-60ZPSH
2	- Amco Zinc Plated Uprights - Model 18- 75ZP
8	- Amco Stainless Steel Shelves - Model 18-60SSSH
4	- Amco Stainless Steel Uprights Model 18-75SSST
1	- Amco Polygard Platform - Model P1224PG
3	- William Holt Aluminum Dunnage Racks - Model ALSQ4-12
1	- Edlund Can Opener - #1
1	- Edlund 32 oz. Portion Control Scale - Model SR 2
1	- Edlund 25 lb. Scale
1	- Sensor Scale - Model A200
1	- World Thermo Curtain
1	- Latham Time Clock
1	- 25 Slot Time Card Rack
1	- Cs. 1000 Time Cards
1	- Can Rack w/top - 72 Cans - Model 1225 14 gauge
2	- Towel Holders - #53W
1	- Cs. Paper Towels - #1L36
2	- Grote Dough Dockers
20	- TCB Pizza Pouches
30	- TCB Pizza Screens - 12"
30	- TCB Pizza Screens - 16"
2	- Dexter Dough Scrapers - #S-196
2	- Dexter 4" Pizza Cutters - #P177A
2	- A.M. Aluminum Pizza Peels - #3512
1	- A.M. Pizza Rack - #19029
1	- Hamilton Beach Disher - #24
2	- Prolon Portion Saver Ladles - 4 oz.
2	- Vollrath Spootles - 8 oz.

**SCHEDULE A**

Attached to and made a part hereof Equipment Lease No. BFED 621  
dated June 19, 1987.

Quantity                      Description

- 2 - Sparke 48" Order Bars - #OSR-4
- 2 - Cooper Pocket Thermometers
- 1 - Rubbermaid Mop Bucket 26 qt. - #6111-88
- 1 - Rubbermaid Mop Press - #6121
- 1 - 24 oz. Mop Head w/handle - #19731 & #19801
- 2 - Rubbermaid Trash Containers - #3569
- 4 - Rubbermaid Trash Containers - #2947
- 2 - Rubbermaid Trash Container Lids - #2662
- 4 - Rubbermaid Trash Container Lids - #2672
- 12 - Cambro Food Pans - #CW16
- 12 - Cambro Food Pan Covers - #CWC10
- 6 - Cambro Food Pans - #CW26
- 6 - Cambro Food Pan Covers - #CWC20
- 6 - Cambro Food Pans - #CW36
- 6 - Cambro Food Pan Covers - #CWC30
- 2 - Soap Dispenser - Hand Liquid
- 1 - Test Paper - B-J - Chlorine
- 2 - Refrigerator/Freezer Thermometers
- 1 - Washer & Dryer
- 10 - Ceiling Lights
- 12 - Car Signs
- 1 - Stainless Steel Hand Sink w/ Faucets
- 6 - 12 Qts Plastic Bain Maries w/6 Covers

Approved and agreed to this 19 day of June, 1987

Lessee: Parcaers, Inc. T/A Pizza Movers                      Lessor: Chesapeake Industrial Leasing Co., Inc.

By: [Signature]                      By: [Signature]  
President

Mail to Chesapeake Industrial Leasing Co., Inc.

STATE OF MARYLAND

BOOK 514 PAGE 439

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254609  
Book#479 Page#455

RECORDED IN LIBER \_\_\_\_\_ FOLIO \_\_\_\_\_ ON 11-26-84 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation  
Address The Steffey Bldg., Ste. 200-B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Irvington Federal Savings and Loan Association  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>One (1) Contractor I Estimating Computer System S/N 1119 One (1) Okidata 82A Printer S/N 449632 One (1) Custom Keyboard S/N 1871</p>		<p>ASSIGNEE: Trans-American Leasing Corporation The Steffey Bldg., Ste.200-B 407 Crain Highway Glen Burnie, MD 21061</p>

SEARCH FEE 10.00  
INDEX FEE .50  
JUL 15 1987  
OK

IRVINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION

Dated x 6/17/87

William J. Ottey, E.V.P.  
(Signature of Secured Party)

William J. Ottey - Exec. V.P.  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1050

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

Mail to Trans-American Leasing Corporation  
EST/TURLOC 01

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 9/15/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Knight-Simms, Inc. Sch 01  
Address 914 Bay Ridge Road, Georgetown Plaza, Annapolis, MD 21404

2. SECURED PARTY

Name Trans-American Leasing Corporation  
Address The Stefefy Bldg, Ste 200B, 407 Crain Highway  
Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHED EQUIPMENT LIST

RECORDED FEE 13.00  
POSTAGE .50  
NEW 134 EXT 7 AM 109:35  
JUL 15 87  
CK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

KNIGHT-SIMMS, INC.

*Regina A. Knight-Simms*  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

TRANS-AMERICAN LEASING CORPORATION

*Frank J. Lano*  
(Signature of Secured Party)

\_\_\_\_\_  
Type or Print Above Name on Above Line

Filed in Anne Arundel County

13.50

KNIGHT-SIMMS, INC.

SCHEDULE 01

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
1 (one)	Ice-O-Matic C-40-HAP Ice Machine
1 (one)	Follett 500-P Ice Bin
1 (one)	Hobart 1712 Automatic Slicer or Berkel 818 Slicer
1 (one)	Metal Masters 314-16-3 Three Compartment Sink
1 (one)	T & S B-231 Faucet
1 (one)	Mop Sink
1 (one)	Lot Metro dry storage shelving
1 (one)	Set of Employee lockers
1 (one)	Combination Penn Walk-in refrigerator/freezer 5'9" x 16'3" x 7'6"
1 (one)	Lot metro shelving for walk-ins
1 (one)	Self contained refrigeration system for walk-ins
1 (one)	Mop holder
1 (one)	Acroprint time clock
2 (two)	Krowne HS Hand sinks
1 (one)	Star FS-GF Service Freezer
1 (one)	Dunnage rack
1 (one)	Keating equipment stand/cutting board
2 (two)	M.M. T306EB S/S worktable
1 (one)	Sterling VTS-603 Enclosed S/S worktable
1 (one)	Sterling VTS 483 Enclosed S/S worktable
3 (three)	Sterling S/S wall shelves
1 (one)	Star 130-R food warmer with 132 insert
1 (one)	Custom S/S pass thru overshelf
1 (one)	Merco 36" food warmer
1 (one)	Sterling VTS-603 Enclosed S/S worktable
1 (one)	Ansul R-102 Fire System
2 (two)	Custom Laminate front and rear counters
1 (one)	Kingtron JX-64 Cash register
1 (one)	Custom laminate condiment stand
7 (seven)	Waymar 4-seat oak booths with oak reveal tabletops
1 (one)	Star Metal PTA-20-SE Pizza prep table with overshelf and coasters
1 (one)	Star metal RST55-45-3E sandwich prep unit with overshelf
1 (one)	Blodgett 1048 Pizza Oven
1 (one)	Franke CDL-24 Refrigerated display case

KNIGHT-SIMMS, INC.

BY: Eugene Allen Simms  
TITLE: President

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sanz  
TITLE: Ex VP

KNIGHT-SIMMS, INC.  
PAGE 2 OF 2

SCHEDULE 01

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
2 (two)	Keating 10 x 11 fryers
1 (one)	Keating 48 x 30 griddle
1 (one)	Keating MG-2-30 two burner hot plate
1 (one)	Captive-Aire Custom S/S exhaust hood
1 (one)	Captive-Aire Custom S/S exhaust hood
1 (one)	Bunn STS-15-F Coffee Brewer
1 (one)	Cecilware Ice Tea Dispenser
1 (one)	52-gallon commercial hot water heater
1 (one)	60" oak slat bench
3 (three)	Waymar laminated trash receptacles
1 (one)	Main street menu custom 7-panel menu board
1 (one)	Jet Spray TJ-3 juice dispenser
1 (one)	Metal Masters BW-2-1201 Heat Lamp
1 (one)	Safe
1 (one)	Interior decor package/plants/pictures
1 (one)	Exterior sign
	All machinery, equipment, accounts receivable, and inventories, now owned or hereafter acquired, including proceeds and products thereof.

KNIGHT-SIMMS, INC.

BY: *Eugene Alley Simms*  
TITLE: *President*

TRANS-AMERICAN LEASING CORPORATION

BY: *Frank J. [Signature]*  
TITLE: *VP*

Mail to *Trans American Leasing Corporation*

268586

514 448

The FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and Address(es)  
**Lemoyne Sleeper Company, Inc.**  
 48 Annapolis Mall  
 Annapolis, MD 21403

2 Secured Party(ies) Name(s) and Address(es)  
**THE COMMONWEALTH NATIONAL BANK**  
 10 South Market Square  
 P.O. Box 1010, Harrisburg, PA 17108

3  The Debtor is a transmitting utility

4 For Filing Officer: Date, Time, No. Filing Office

5 This Financing Statement covers the following types (or items) of property  
**INVENTORY: All present and hereafter acquired inventory, materials, goods, merchandise, raw materials, goods in process, finished goods and products, and other personal property held for sale or lease or furnished or to be furnished under contracts of service and materials used or useable in manufacturing, processing and packaging the same, and the products and cash and non-cash proceeds thereof, including all rejected, returned and returned merchandise. NOT SUBJECT TO RECORDATION TAX**

6 Assignee(s) of Secured Party and Address(es)  
 RECORD FEE 11.00  
 POSTAGE .50  
 421147 0345301 109406  
 JUL 15 1997

7  The described crops are growing or to be grown on  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
 \*(Describe Real Estate in Item 8.)

8 Describe Real Estate Here  This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

No & Street	Town or City	County	Section	Block	Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)					
<input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or					
<input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or					
<input type="checkbox"/> as to which the filing has lapsed, or					
<input type="checkbox"/> already subject to a security interest in another jurisdiction					
<input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					
11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean					
<input type="checkbox"/> Consignee(s) and Consignor(s), or					
<input type="checkbox"/> Lessee(s) and Lessor(s).					

**Lemoyne Sleeper Company, Inc.**  
 By Gerald Pearlman Signature(s) of Debtor(s) **President**

By James A. Ramus Signature(s) of Secured Party(ies) **Ramus**  
 (Required only if Item 10 is checked)

STANDARD FORM - FORM UCC 1 - Approved by Secretary of Commonwealth of Pennsylvania

(5 83)

Mail to The Commonwealth National Bank

514-441

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es) STANLEY ENGINEERING COMPANY, INC. 180 Penrod Court, Bldg. F Glen Burnie, MD 21061	2 Secured Party(ies) and address(es) CITIZENS BANK Broad Street & Lynn Avenue Elizabethton, TN 37643	3 Maturity date (if any):  For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00 POSTAGE .50 U24148 0345 R01 109:56 JUL 15 87
--	---	--

4 This statement refers to original Financing Statement No. 251008 Dated \_\_\_\_\_  
 Date filed: February 24, 19 84 Filed with Anne Arundel County, MD, 19 CK

- 5  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above (Partial)

(1) Okuma LB-15 w/chip conveyor, ATS Collet Chuck and all standard accessories  
 LIBER 471 FOLIO 59

.....  
 Signature of Debtor if an Amendment  
 Dated: ....., 19 .....

.....  
 CITIZENS BANK  
 By: Mike Hill, Vice Pres  
 Signature(s) of Secured Party(ies)

FOR FILING OFFICER COPY, ALPHABETICAL UCC-3

1050

Mail to Citizens Bank

514 443

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<p>1 Debtor(s) (Last Name First) and address(es)</p> <p>STANLEY ENGINEERING CO., INC. 180 Penrod Ct., Bldg. F Glen Burnie, MD 21061</p>	<p>2 Secured Party(ies) and address(es)</p> <p>CITIZENS BANK P.O. Box 149 Elizabethton, TN 37643</p>	<p>3 Maturity date (if any):</p> <p>For Filing Officer (Date, Time, Number, and Filing Office)</p> <p>RECORD FEE 10.00 POSTAGE .50 SEARCHES 0345 001 TOP 557 JUL 15 87</p>
---	--	--

4 This statement refers to original Financing Statement No. 254954 Dated \_\_\_\_\_, 19 \_\_\_\_\_  
 Date filed: December 12, 19 84 Filed with Anne Arundel County, MD

5  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.  
 6  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.  
 7  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.  
 8  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.  
 9  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above (Partial)

(1) Okuma LB-15 w/chip conveyor, ATS Collet Chuck and all standard accessories  
 LIBER 480 FOLIO 378

Signature of Debtor if an Amendment \_\_\_\_\_  
 Dated: \_\_\_\_\_, 19 \_\_\_\_\_

CITIZENS BANK  
 By: Mike Hill, Vice Pres.  
 Signature(s) of Secured Party(ies)

UCC-3 10-50  
 FILING OFFICER COPY ALPHABETICAL

Mail to Citizens Bank

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<b>1 Debtor(s) (Last Name First) and address(es)</b> STANLEY ENGINEERING COMPANY, INC. 180 Penrod Court, Building F Glen Burnie, MD 21061	<b>2 Secured Party(ies) and address(es)</b> CITIZENS BANK P.O. Box 149 Broad Street & Lynn Avenue Elizabethton, TN 37643	<b>3 Maturity date (if any):</b> For Filing Officer (Date, Time, Number, and Filing Office) RECEIPT FEE 10.00 POSTAGE .50 024130 0345 AM 10/15/87 JUL 15 1987
<b>4 This statement refers to original Financing Statement No. 263207</b> Date filed: August 7, 1986 Filed with Anne Arundel County, MD		Dated <i>10/15/87</i> 19 <i>87</i>

- 5  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. (Partial)

(1) Okuma LB-15 w/Chip Conveyor, ATS Collet Chuck and all standard accessories

LIBER 501 FOLIO 446

.....  
Signature of Debtor if an Amendment  
Dated: ....., 19.....

..... CITIZENS BANK .....

By: *Mike Hill, Vice Pres*  
Signature(s) of Secured Party(ies)

UCC-9 10-30

Mail to Citizens Bank

514 447

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

<p>1 Debtor(s) (Last Name First) and address(es)</p> <p>STANLEY ENGINEERING COMPANY, INC. 180 Penrod Court, Section F Glen Burnie, MD 21061</p>	<p>2 Secured Party(ies) and address(es)</p> <p>CREDIT ALLIANCE CORPORATION P.O. Box 1680 500 DiGiulian Blvd. Glen Burnie, MD 21061</p>	<p>For Filing Officer (Date, Time, Number, and Filing Office)</p> <p>RECORD FEE 10.00 POSTAGE .50 MD-4100 0345 801 08:58 JUL 15 87</p>
<p>4 This statement refers to original Financing Statement No. 258314 Dated _____</p> <p>Date filed: September 3, 19 85 Filed with Anne Arundel County, MD</p>		<p>19 <i>CK</i></p>
<p>5 <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party bearing file number shown above, is still effective.</p> <p>6 <input type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.</p> <p>7 <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.</p> <p>8 <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.</p> <p>9 <input checked="" type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. (Partial)</p>		

Partial release only of following;

(1) Okuma LB-15 w/Chip Conveyor, ATS Collet Chuck and all standard accessories

LIBER 489 FOLIO 463

The Secured Party retains a security interest in all other machinery, inventory, equipment and goods as described in original financing statement.

.....  
Signature of Debtor if an Amendment

Dated: ....., 19.....

CREDIT ALLIANCE CORPORATION

By: *[Signature]*  
Signature(s) of Secured Party(ies)  
Larry F. Rimmel, Asst. V.P.

IN FILING OFFICER COPY ALPHABETICAL

ucc 3 - 50

Mail to Credit Alliance Corporation

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258417

RECORDED IN LIBER 489 FOLIO 440 ON 9/11/85 (DATE)

1. DEBTOR

Name Veronis, Andrew M. and Veronis, Elizabeth B.

Address 119 Boyd Drive, Annapolis, Maryland 21403

2. SECURED PARTY

Name Key Financial Services Inc.

Address 57 River Street

Wellesley Hills, MA 02181

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  TERMINATION</p>

10.00  
.50  
JUL 15 1987  
CK

Dated June 22, 1987

W. James C. Petty, Jr.  
(Signature of Secured Party)

Key Financial Services Inc.  
Type or Print Above Name on Above Line

10.50

Mail to Key Financial Services Inc.

Annapolis  
County

208507

514 10440

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

The debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)

2 Secured Party(ies) Name(s) and Address(es)

4 For Filing Officer: Date, Time, No. Filing Office

AEROECO, INC.  
232 CARDAMON DRIVE  
EDGEWATER, MD 21037

FRAMINGHAM TRUST CO.  
5 WHITTIER STREET  
FRAMINGHAM, MA 01701

RECORD FEE 11.00  
124184 0315 801 710-16  
JUL 15 1977  
CK

5 This Financing Statement covers the following types (or items) of property A). AIRCRAFT: 1976

6 Assignee(s) of Secured Party and Address(es)

ROCKWELL COMMANDER MODEL 690A - REG N72AB - SER 11332  
TOGETHER WITH ALL EQUIPMENT INSTALLED THIS DATE AND ANY  
EQUIPMENT ADDED IN THE FUTURE AND TO INCLUDE ALL LOG-  
BOOKS MANUALS AND RECORDS ASSOCIATED WITH THIS AIRCRAFT.

B). \$100,000.00 CERTIFICATE OF DEPOSIT, #

AIRCRAFT TO BE BASED AT: BALTIMORE, MARYLAND

The described crops are growing or to be grown on  
 The described goods are or are to be affixed to  
 The timber to be cut or minerals or the like (including oil and gas) is on

Products of the Collateral are also covered

8 Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

(Describe Real Estate Below)

No. & Street

Town or City

County

Book

Page

Lot

Plan

Cert. of Title No. (If Registered)

10 This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)

- under a security agreement signed by debtor authorizing secured party to file this statement, or
- which is proceeds of the original collateral described above in which a security interest was perfected, or
- acquired after a change of name, identity or corporate structure of the debtor, or  as to which the filing has lapsed, or already subject to a security interest in another jurisdiction
- when the collateral was brought into this state, or  when the debtor's location was changed to this state

AEROECO, INC.

FRAMINGHAM TRUST CO.

By Robert T. Macomber PRESIDENT  
Signature(s) of Debtor(s) or Assignor(s)  
Robert Macomber

By Kamala Cheller Kamala Cheller  
Signature(s) of Secured Party(ies) or Assignee(s)

FILING OFFICER COPY—ALPHABETICAL

FORM 185-1 MA.

Mail to Framingham Trust Co.



Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 28,000
- To Be Recorded in Land Records of \_\_\_\_\_

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel County

NAME	ADDRESS
1. Debtor(s)	Street City State
Gelhaus Motor Parts, Inc.	1750 McGuckian St. Annapolis, Maryland 21404

2. Secured Party: SOVRAN BANK/MARYLAND  
 6610 Rockledge Drive, Bethesda, MD 20817  
 Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.  
 Check  one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: \_\_\_\_\_

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party	Debtor(s) or Assignor(s)
SOVRAN BANK/MARYLAND	GELHAUS MOTOR PARTS, INC.
By: <u>[Signature]</u>	By: <u>[Signature]</u> F. Elmer Gelhaus, President
Type Name <u>Thomas A. Holland, III</u>	_____
Title _____	_____
_____	Type or Print Name and Title of Each Signature

1150

Mail to Sovran Bank Maryland

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

208500

Identifying File No. 514 451

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Tri-State Marine Distributors, Inc.

Address P.O. Box 100 Route 256 Deale, MD 20751-0100

2. SECURED PARTY

Name Great Northern Funding Corp.

Address 11500 Rockfield Court Cincinnati, Ohio 45241

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1) Refb 25-H Snack Machine s/n# 318171

Name and address of Assignee

RECORDING FEE 11.00  
POSTAGE .50  
RECEIVED 0345 891 110120  
JUL 15 87  
EK

TRUE LEASE NOT SUBJECT TO RECORDATION TAX

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

(Signature of Debtor)

Tri-State Marine Distributors Inc., William S. Magenau

Type or Print Above Name on Above Line President

X *William S. Magenau*  
(Signature of Debtor)

*David Sloan*  
(Signature of Secured Party)

Great Northern Funding Corp.  
David Sloan, Leasing Manager

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

11750

Mail to Great Northern Funding Corp.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCCE-1

208590

514 452

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ LESSEE:

Corporation

Name Cole National ~~Corp~~/Things Remembered  
Address Harunddle Mall, 7700 Ritchie Highway, Glen Burnie, MD. 21061

2. ~~SECURED PARTY~~ LESSOR:

Name Leasing Dynamics, Inc.  
Address One Cleveland Center, 1375 East Ninth Street  
Cleveland, Ohio 44114

RECORD FEE 11.00  
W24150 0345 R01 110-21  
JUL 15 87  
CK

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Lease No. 667-82, Schedule 13-86  
(1) 3684-001 POS Register w/Dual Access  
Arrangement, SN#39139

Name and address of Assignee  
Bellwether Technologies, Inc.  
6900 E. Camelback Rd., #700  
Scottsdale, AZ 85251

Filed with Anne Arundel County Recorder.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

COLE NATIONAL CORP.  
*Mary J. Burmeister*  
(Signature of ~~Debtor~~ Lessee)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

LEASING DYNAMICS, INC.

*Jon B. Laffin*  
(Signature of ~~Debtor~~ Party) Lessor

Type or Print Above Signature on Above Line

Mail to Bellwether Technologies, Inc.

FINANCING STATEMENT

- 1.  To be recorded in the Land Records
- 2.  To be recorded among the Financing Statement Records
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 67,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) Address(es)  
**The Empire Construction Company, Inc.** 700 Pittman Road  
 Baltimore, Maryland 21226

6. Secured Party Address  
 Equitable Bank, National Association 100 S. Charles Street  
 Attention: **Denise Yeshnik** Baltimore, Maryland 21201

RECORDATION FEE 11.00  
 RECORDATION TAX 469.00  
 POSTAGE .50  
 12-15-87 101 710-23  
 11 15 87  
 CK

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors **The Empire Construction Company, Inc.**  
 BY: [Signature] (Seal) \_\_\_\_\_ (Seal)  
**Lyle K. Aaby, Vice President**  
 \_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

Form 609 (7/83)

11-1-80  
 409.50

EQUITABLE BANK, N.A.  
 LOAN DOCUMENTATION CENTER  
 100 S. CHARLES ST. 3rd FL.  
 BALTIMORE, MARYLAND 21201

Schedule A

514 454

This Schedule A is attached to, and made part of, a financing statement by and between Equitable Bank, National Association (a national banking corporation) and The Empire Construction Company, Inc. (a Maryland corporation).

F. Specific Equipment

- 1) Grove 45 Ton Crane  
Serial Number 682403
  
- 2) 210 foot Barge  
Hull #: STC-15  
Official Coast Guard Vessel Number: 579181

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 3rd FL.  
BALTIMORE, MARYLAND 21201

Mail to Equitable Bank, NA.

FINANCING STATEMENT

Amount of Loan \$9,100.00

Filing Fees \$78.00  
A. A. Circuit Court

XXXXXXXXXXXXXXXXXXXX

Subject to recording fees

1. Name of Debtor: John E. Branham  
Address: 351 San Gria Court  
Pasadena, MD 21122

2. Name of Secured Party: Annapolis Bank & Trust Co.  
Address: P. O. Box 311  
Annapolis, MD 21404

3. Name of Assignee: Annapolis Banking & Trust Co  
Address: Annapolis, Maryland

REG FEE 11.00  
CDD TAX 65.50  
TOTAL 76.50

4. This Financing Statement covers the following types (or items) of property:  
1987 Rand Ingersol ~~XXXX~~ ~~XXXX~~ CMF 167  
Air Compressor

1987 63 CMF 167 F10124  
JUL 15 87  
OK

5. (If collateral is goods which are or are to become fixtures—describe real estate, include house number and street or block reference when applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

Debtor:

Secured Party:

*John E. Branham*  
John E. Branham

Annapolis Bank & Trust Co.  
(Type Name of Dealership)  
  
*Karen Q. Trettin*  
Authorized Signature  
Karen Q. Trettin  
Senior Branch Officer  
(Type Name and Title)

NOTE: Type name under each signature and if company, type name of company and name and title of authorized signet

Mr. Clerk, Return to Annapolis Banking and Trust Co. at address shown in 3. above.

15  
6610  
50  
Annapolis Banking & Trust Co.

268593

5001 514 *Bank of Maryland Co \$69.00*

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ 8,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
_____	THE FIRST NATIONAL BANK OF MARYLAND
<u>Ida Westbrook Rogers</u>	Attn: <u>Deborah Jaffa #122-130</u>
(Name)	(Name of Loan Officer)
<u>Claude S. Rogers Jr.</u>	<u>P.O. Box 1344</u>
(Address)	(Address)
<u>205 Via Dante Street Arnold, MD 21012</u>	<u>Baltimore, MD 21203</u>

1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

Mink Coat (Mano Swartz)

RECORD FEE 12.00  
 RECORD TAX 56.00  
 FILING FEE .50  
 JUL 15 1987  
 CK

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

3.  Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
_____ (Seal)	_____ (Seal)
<i>Ida W. Rogers</i> (Signature)	<i>Claude S. Rogers, Jr.</i> (Signature)
<u>Ida Westbrook Rogers</u>	<u>Claude S. Rogers, Jr.</u>
(Print or Type Name)	(Print or Type Name)

BS-0850A-8406

*IF 50.50 Mail to The First National Bank of Maryland*  
*BANK*

This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any)
1. Debtor(s) Name(s) (Last Name First)  T.A.S. Photographics T/A One Hour Moto- Photo  This is for the new location in Annapolis on Riva Rd.	2. Debtor(s) Complete Address(es)  Laurel Lakes Centre 14226 Baltimore Ave. Laurel, Md. 20707	
3. & 4. Secured Party(ies) and Complete Address(es)  CITIZENS BANK AND TRUST COMPANY OF MARYLAND 6200 BALTIMORE BOULEVARD RIVERDALE, MD. 20840	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
7. This financing statement covers the following types (or items) of property: (Describe)  All Furniture, Fixtures, Inventory, Leasehold Improvements, Accounts Receivable, Ect. now owned or hereafter acquired.		
8a. ( ) Proceeds are also covered.      8b. ( ) Products of collateral are also covered.      No. of additional sheets presented.		
Filed with CIRCUIT COURT CLERK OF Anne Arundel County; Other SDAT		
9. Transaction is ( ), is not (X), (check which) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____		
10. This statement to be returned after recordation to Secured Party, shown above, or to		
Signature(s) of Debtor(s)  <u>Thomas S. Pres</u> TAS Photographics Inc.		
Signature(s) of Secured Party(ies) or Assignee(s)  <u>John W. Heinicke</u> By <u>Asst. Treasurer</u> John W. Heinicke (title)		
NOTE—Type or Print Names Clearly Below Signatures.		
FILING OFFICER COPY		
DS-30		
Printed in U. S. A.		

12.00  
 JUL 15 1987  
 K

200  
 Citizens Bank and Trust  
 Company of Maryland

STATE OF MARYLAND

BOOK 019 PAGE 403

FINANCING STATEMENT FORM UCC-1

208535

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name H&P Multi-Hull Development Corporation  
Address 326 First Street, Annapolis, MD 21403

2. SECURED PARTY

Name CHELSEA GROTON SAVINGS BANK  
Address 1 Franklin Square  
Norwich, CT 06360  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1976 Grand Banks Trawler 36'4"  
Hull #GNDC04880576  
Engine Ammarine Serial #395391R 130 HP  
Includes all electronics & appurtenances

Name and address of Assignee  
RECORD FEE 11.00  
#24170 0345 001 110030  
JUL 15 87  
CK

NOT SUBJECT TO RECORDATION TAX

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

H&P Multi-Hull Development Corporation

*DLG Kraft*  
(Signature of Debtor)

David G. Kraft, Vice President

Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

*Anne E McManus*  
(Signature of Secured Party)

Anne E McManus  
Type or Print Above Signature on Above Line

11- Mail to Chelsea Groton Savings Bank

B20920

209596

514 459

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated 6/24/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Benjamin A. DeGuzman, M.D., P.A.  
Address 1720 S. Crain Highway, Suite 204 Glen Burnie, MD 21060

2. SECURED PARTY

Name AEL Leasing Co., Inc.  
Address P.O. Box 13428, Reading, Pa. 19612-3428

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

IBM Computer Equipment

RECORD FEE 11.00  
SEARCH FEE .50  
JUL 15 1987  
CK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

B. A. DeGuzman, M.D., P.A.  
(Signature of Debtor)

B. A. DeGuzman, M.D., P.A.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

AEL Leasing Co., Inc.

Dawn C. McCoy, O.C.  
(Signature of Secured Party)

Dawn C. McCoy, O.C.

Type or Print Above Signature on Above Line

1150

Mail to AEL Leasing Co., Inc.

11.50

TO BE  
 NOT TO BE

RECORDED IN  
LAND RECORDS 268537

SUBJECT TO  
 NOT SUBJECT TO

87-762  
RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ 514.00  
AA

FINANCING STATEMENT

1. Debtor (s):

M J W Enterprises, Inc.  
Name or Names—Print or Type  
1034 Whitehall Cove, Annapolis, MD 21401  
Address—Street No., City - County State Zip Code

Name or Names—Print or Type  
Address—Street No., City - County State Zip Code

2. Secured Party:

HARBOR LEASING ASSOC.  
Name or Names—Print or Type  
701 Cathedral Street, Baltimore, Maryland 21201  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

(1) M6950DT tractor; (1) MD-80PV highway mower 80"; (1) HD-315TV hydraulic 15' bat wing mower

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.  
7. Products of collateral  are  are not covered.

RECORDING FEE 11.00  
NOTARIAL FEE .50  
424113 0345 401 119:33  
JUL 15 87  
K

DEBTOR(S)

*[Signature]*  
(Signature of Debtor)

Charles M. Wagner, Pres.  
Type or Print

(Signature of Debtor)

Type or Print

SECURED PARTY

Harbor Leasing Associates  
(Company, if applicable)

*[Signature]*  
(Signature of Secured Party)

Mark M. Caplan, partner  
Type or Print (Include title if Company)

To the FILING OFFICER After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC., 701 Cathedral Street, Baltimore, Maryland 21201

11.50

Mail to Harbor Leasing Assoc.

208533

514 451

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated June 18, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

RECORD FEE 11.00  
POSTAGE .50  
RECORDS 0345 RM 110:41  
JUL 15 87  
OK

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated June 1, 1987, Schedule 001, dated June 10, 1987 between Assignor as Lessor and LEASE ACCOUNT # 060781 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated June 18, 1987 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III  
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey, Exec. V.P.  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

\_\_\_\_\_  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1150

90001283  
I-NT

EQUIPMENT LIST

QUANTITY	DESCRIPTION
1 (one)	DEC MicroVAX II computer with printer, terminals and operating system software - (Model KA630-AA - S/N WF611K9294, Model MV2RAM/8MB - S/N 2534, Model E9646, Model D5-SE102RD - S/N 6615, Model TQK50-AA - S/N EN54527, Model TK50-AA - S/N SP75514, Model DQ132-S/N 3728, Model 9600A - S/N 701-2812, Model QD32-S/N B08979, Rack Mount CDC, Model 9720A - S/N 2221, power supply CDC, control panel CDC, Model CS02H/CP22 - S/N BN3386, Custom Software, Model QZ002-C5, Model QZ002-H5, Model LA120-DA - S/N FW707W6732, Model VT241- S/N HY702B6583/AB64202RH, (5) Model BC22D-25, Model 1103 - S/N DROP SHIPPED, (3) Models F5220A-S/N 232821, Model LPV11 - S/N 1776, Model 7011212-025, Model P600-XQ, Model QZ100-UZ, Model QZ100-H5, Model QL001-GZ)
1 (one)	Liebert Data Mate Air conditioning for climate control of computer room Model # DME027-PH0 w/humidification, reheat, and condensate removal capabilities.
1 (one)	ORACLE software for DEC MicroVAX II w/Perpetual Microcomputer RDBMS License, #29926, SQL*Plus License #29929, SQL*Calc License #29948, Pro*Fortran License #29949, SQL*Design Dictionary License #29951, SQL*Forms License #29953, SQL*Graph License #29954, SQL*Menu License #29957, East*SQL License #29959 (all License #'s for running VMS) and Annual Technical Support.
1 (one)	SQ software for DEC MicroVAX II Maintenance plan

TRANS-AMERICAN LEASING CORPORATION  
 BY: *Frank J. [Signature]*  
 TITLE: *Exec*

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
 BY: *[Signature]*  
 TITLE: *Exec*

Mail to *Irvington Federal Savings & Loan Association*

208001

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 6-12-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated May 4, 1987, Schedule # 01, dated May 4, 1987 between Assignor as Lessor and LEASE ACCOUNT # BS5018 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated June 10, 1987 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III  
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey, Exec. V.P.  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

1150

90001282

BS/FLASH

514 464

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
16	Hydraulic Styling Chair #2100
13	Styling Station w/Mirror #7605
4	Shampoo Bulkhead Unit #6014
4	Belvedere Shampoo Bowls #3800
4	Reclining Shampoo Chair #2605
6	Dryer Chair w/super air dryer #2100
1	Custom "L" Shaped Reception Desk w/cash drawer
1	Special 12' Retail Display
4	Color & Perm Chairs #2100
3	Manicure Table w/lamp #336
1	Pedicat
1	Pibbs Complete Skin Care Unit #2600
4	MIS Chair
1	FML Facial Chair
2	Massage Table #F3580B
4	Ergo Stool w/back
2	Overhead Wall Dryer #P560
1	Four-head wall mount heat lamp
10	36" Round Mirror w/bevel

TRANS-AMERICAN LEASING CORPORATION

BY: Frank J. Sarro III  
Frank J. Sarro, III  
TITLE: Exec. V.P.

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

BY: William J. Ottey  
William J. Ottey  
TITLE: Exec. V.P.

Mail to Irvington Federal Savings & Loan Association

208500

514 1135

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated June 10, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated Oct. 30, 1986, Schedule #06, dated June 2, 1987 between Assignor as Lessor and LEASE ACCOUNT # 680301 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated June 10, 1987 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

RECORD FEE 11.00  
POSTAGE .50  
TOTAL 11.50  
JUL 15 87  
CK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III  
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

\_\_\_\_\_  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1150

90001280  
AMER/LEIS

EQUIPMENT LIST

QUANTITY	DESCRIPTION
3 (three)	SSA Announce. Control Card, A97GAL502
3 (three)	SSA Control CKT Card, A91000335
1 (one)	Interface Module, 4 WEMD EDPMA423XX
2 (two)	Sup Console Stnd IMTR GR, A97CSL510
2 (two)	GRY. Supr. CNSL, B93G30600
3 (three)	Model TS-130-9, Multi Line Announcers, #1611327, 1611348, 1611324
20 (twenty)	180 Second Tapes TTSC-180
20 (twenty)	240 Second Tapes TTSC-240
20 (twenty)	300 Second Tapes TTSC-300
2 (two)	Apollo Cables and Printer Cables
1 (one)	Sprinkler Heads
1 (one)	Model 453CA 3500SDC Non Endorsing S/N 123950
1 (one)	M453CA Blip Kit
1 (one)	598 AGS 16mm ANSI Cartridge dry silver reader printer S/N 505663
1 (one)	78-8003-3050-4 Lens 30.7X 822.06 mm M-598
1 (one)	3100 System
1 (one)	453AA Placement/Removal chg w/o zip zone chg
1 (one)	598 Placement/Removal chg w/o zip zone chg
1 (one)	504AJ Placement/Removal chg w/o zip zone chg
1 (one)	M651 Placement/Removal chg w/o zip zone
1 (one)	78-8028-7682-7 splicing kit assy kala
1 (one)	SSA Announ. Memory Card
1 (one)	SSA Memory Card A91000306
1 (one)	SUP Console Stand Imtr gr
1 (one)	Gry. Supr. Cnsl B93G30600

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

BY: [Signature]  
TITLE: VP

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]  
TITLE: BxVP

Mail to Irvington Federal Savings & Loan Association

203600

514 457

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated June 10, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

RECORD FEE 11.00  
STAMP .50  
MAY 15 1987  
CK

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated April 4, 1987, Schedule #N/A, dated N/A between Assignor as Lessor and LEASE ACCOUNT # 784240 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated June 10, 1987 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III  
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

\_\_\_\_\_  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1150

90001279  
MAR/GOR

EQUIPMENT LIST

QUANTITY	DESCRIPTION
1 (one)	120-624 - 4 Dr. N.S.
1 (one)	480-940 Lamp Table
1 (one)	56209-00 Butlers Tray
1 (one)	56271-00 End Table
2 (two)	804-RC Bed Frame
1 (one)	805-RC 5/0 Bed Frame
3 (three)	471-621 N S
1 (one)	-116 5/0 HB
2 (two)	-221 Base
1 (one)	-202 arched mirror
1 (one)	-311 Armoire
1 (one)	-204 mirror
1 (one)	-532 Desk
1 (one)	-537 Chair
1 (one)	7005-302 Brass & Glass Cocktail
1 (one)	2554 RA Love Seat
1 (one)	2549 Curved Wedge
1 (one)	2553 L.A. Love Seat
1 (one)	4053-78 Sleeper Sofa
2 (two)	5778-WL Chair
1 (one)	Love Seat
1 (one)	Chair
1 (one)	Cocktail Table
1 (one)	736-56 Table
6 (six)	724-72 Side Chair
1 (one)	724-62 Buffet
1 (one)	Central Vac
1 (one)	Side by Side Refrigerator w/ice - ED19AKXR
1 (one)	Washer - SKU 6307807 - CL02
1 (one)	Dryer - SKU 7337801 - CL02
2 (two)	3/3 Spine Comfort Set (twin)
1 (one)	5/0 Spine Comfort Set (Queen)
1 (one)	#304-1860 Coffeemaker
1 (one)	Entertainment Center
1 (one)	7 ft. Stack Cust. Bar
1 (one)	Kitchen Set (Table & 4 Chairs)
1 (one)	Patio Set (48" table, 4 chairs, Umbrella & umbrella stand

TRANS-AMERICAN LEASING CORPORATION

BY: *Frank J. [Signature]*  
 TITLE: *B.V.P.*

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

BY: *[Signature]*  
 TITLE: *SVP*

Mail to *Irvington Federal Savings & Loan Association*

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated June 12, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

RECORD FEE 11.00  
SEARCH FEE .50  
JUN 15 1987  
CK

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated March 22, 1984, Schedule # 03, dated June 1, 1987 between Assignor as Lessor and LEASE ACCOUNT # 482230 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated June 10, 1987 between Assignor and Assignee:

- 1 (One) System 55/300 S/N F44728; 1 (One) 1/2" Streaming Cartridge S/N F45508
- 1 (One) 310 MB Disc & Controller S/N F42723 1 (One) 4 Channel Video Controller S/N F43993
- 4 (Four) 512K Memory S/N P0640; P0663, P0738, P0742

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III  
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey, Exec. V.P.  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

\_\_\_\_\_  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

11/50  
Mail to Irvington Federal Savings & Loan Association  
Scan Association B/A/WASH/MIL

514 - 470

- 471

- 472

# 's not used

7-15-87

514 - 470

- 471

- 472

# 's not used

7-15-87

514 - 470

- 471

- 472

# 's not used

7-15-87

311-473

200503

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated May 27, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated 4-3-87, Schedule #01, dated 4-10-87 between Assignor as Lessor and LEASE ACCOUNT # BS5016 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 27, 1987 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

REGISTRATION FEE 11.00  
POSTAGE .50  
SERIALIZED 0315 PM 110043  
JUL 15 87  
CK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III  
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey, Jr  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

\_\_\_\_\_  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

11.52

90001275  
BS/POT/ACAD

514 PMS 474

SCH. 01

EQUIPMENT LIST

<u>QUANTITY</u>	<u>DESCRIPTION</u>
4	4-Station, continuous Waterfall Styling Unit w/2 curling iron, 1 blowdryer holder unit
16	36" Round Mirror w/1" bevel
16	#2800F Hydraulic Styling Chairs
5	#6104 Shampoo Bulkhead
6	#2800F Dryer w/Chair
5	#2014 Scoop Shampoo Chair
1	48" Cascade Reception Desk
1	48" Retail Display w/lower locked storage

TRANS-AMERICAN LEASING CORPORATION

BY: *Paul J. Sanoff*  
TITLE: EXU

IRVINGTON FEDERAL SAVINGS AND LOAN  
ASSOCIATION

BY: *R. M. Patten*  
TITLE: SV

Mail to Irvington Federal Savings  
Savings Association

208602

514

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated May 27, 1987 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated April 1, 1987, Schedule # 01, dated April 1, 1987 between Assignor as Lessor and LEASE ACCOUNT # 781040 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated May 27, 1987 between Assignor and Assignee:

SEE ATTACHED. EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

[Signature]  
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.

Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

[Signature]  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

1750

9000274  
PTMGMT

BOOK 514 PAGE 47

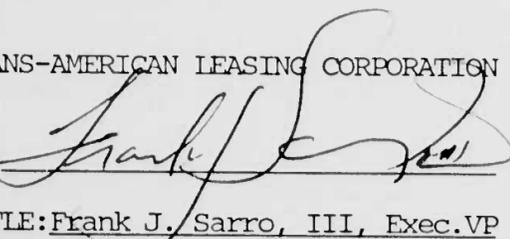
P T MANAGEMENT INCORPORATED, GKS CORPORATION AND  
KATALID, INC., AS CO-LESSEE'S

Schedule 01

EQUIPMENT LIST

QUANTITY	DESCRIPTION
1 (one)	24012 - 4 post 12,000 lbs. cap.
1 (one)	20,000 - 2 post 7,000 lbs. cap.
1 (one)	24009 - 4 post 9,000 lbs.
2 (two)	26000 - 2 post 9,000 lbs.
1 (one)	VSC5-8 Champion 5HP Comp.
1 (one)	33-15-80V 3HP Comp.
7 (seven)	Steel Shelving - 144 linear feet - total
3 (three)	Cord Reel Drop Lights
3 (three)	50' Extension Cords (reels)
2 (two)	Sure Shot Sprayer Packages
5 (five)	Service Order Racks
100 (1 hundred)	Drop Off Envelopes
1 (one)	Sun Scope Book
	Misc. tools
1 (one)	Airconditioner Service Kit
1 (one)	Fuel Injector Cleaning Kit
1 (one)	Battery Charger
1 (one)	Floor Jack
1 (one)	Rotary Two Post Lift
3 (three)	Dynamometer Road Symulators with all controls
3 (three)	Sun Ignition Anaylzer with leads & manual
1 (one)	Emission Anaylzer with manual
1 (one)	Monitor 2000 with adapters and manual
3 (three)	Stack on Tool Boxes
1 (one)	Tool Set (approx. 2 complete sets)
3 (three)	Work Benches
1 (one)	Set Timing Wrenches
1 (one)	Spare Set Ignition Anaylzer Leads
3 (three)	Chocks for Dynamometers
1 (one)	Sure Shot Sprayer Package
1 (one)	Set Mitchell Manua
1 (one)	Time Clock
1 (one)	File Cabinet
1 (one)	Sales Counter
1 (one)	Desk (two drawer)

TRANS-AMERICAN LEASING CORPORATION

BY: 

TITLE: Frank J. Sarro, III, Exec. VP

IRVINGTON FEDERAL SAVINGS & LOAN  
ASSOCIATION

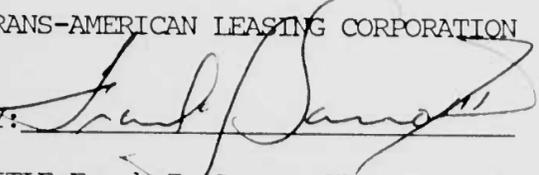
BY: 

TITLE: William J. Ottey, Exec. VP

P T Management Incorporated, GKS Corporation,  
and Katalid, Inc. (Co-Lessee's)

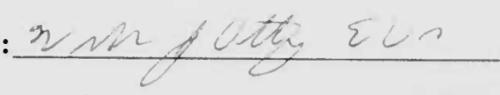
- 1 (one) Coffee Service Table
- 1 (one) Computer Table
- 1 (one) Set Indoor Signs in Frames
- 1 (one) IBM PC with Monitor
- 1 (one) IBM Pro Printer
- 1 (one) Software Package (Sparks Tune-Up)
- 1 (one) MC 59 Pipe Bender with expanded die package
- Metal Signs
- 1 (one) Branick 1500 lb. Air Jack
- 2 (two) 4Z241 Impact 3/8" Drive Air Ratchets, 40# Torque, Ingersoll Rand
- 1 (one) 2Z853 Dayton Air Impact Wrench 1/2" Drive
- 1 (one) 7Z554 Com. Filter/Regulat.
- 1 (one) 2Z341 Dayton 1/2 HP Grinder 7" Wheels
- 3 (three) 2W273 Four-Wheel Stock Carts
- 4 (four) 4Z710 25' Rubber Hoses 3/8"
- 4 (four) 4X792 Dayton Air Couplers
- 6 (six) 2X169 Male Plug
- 1 (one) 5X786 Blow Gun
- 3 (three) 6X755 Dayton Reel Drop Lights 25'
- 1 (one) 4X787 Air Chuck
- 1 (one) Complete Welding Cutting Outfit - Including/4 Victor 100C Handle, 2 Victor Cutting Attachment, 1 Victor CA1352 Cutting Attachment, 3 Victor 03-101 C Tips, 3 Victor 1W1 Welding Tips, 4 25 ft. 1/4" Twin Welding Hose, 1 10 ft. Welding Hose, 1 Victor Oxygen Regulator SR250C, 1 Victor Acetylene Reg SR260A, 4 Safety Headgear, 2 #111 Y Connector, 2 #112 Y Connector, 6 Harris Valves (88-4-CVL and 88-4-CVR)(2 Gauge End and 4 Hose End), 3 Single Strikers, 1 Torch Tip Cleaner, and 10 Replacement 'O' Rings (2 sizes).
- 1 (one) Rigid Pipe Cutter
- 1 (one) Pipe Cutter Wheel
- 1 (one) Rigid Pipe Vise
- 3 (three) Proto Rubber/Steel Hammers
- 1 (one) SMK1016S Stud Remover
- 1 (one) JAT6C (NC) Rethreader Set
- 1 (one) CP789 Chicago Pneumatic 3/8" Reversible Air Drill
- 1 (one) #1571 Drill Index
- 1 (one) 4000 Drum/Disc Lathe
- 1 (one) 2200 Base

TRANS-AMERICAN LEASING CORPORATION

BY: 

TITLE: Frank J. Sarro, III, Exec. VP

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

BY: 

TITLE: William J. Ottey, Exec. VP

P T Management Incorporated, GKS Corporation  
and Katalid, Inc. (Co-Lessee's)

- 1 (one) 8500 Drum Micromet
- 1 (one) 2760 Disc Micrometer
- 1 (one) 7075 Deluxe Silencer
- 1 (one) 11/16" Arbor
- 1 (one) 7300 Brake Bleeder
- 1 (one) 7304 Bleeder Adaptor Package
- 1 (one) 7332 GM By Pass Adaptor
- 1 (one) 7165 Bearing Packer
- 1 (one) 1250 Brake Assembly Washer
- 1 (one) 9545 Disc Brake Overhaul Tool Set
- 1 (one) 9550 Drum Brake Tool Set
- 1 (one) 2850 Dial Indicator
- 1 (one) 6921 Silencer Band
- 1 (one) 4282 Bearing Protector
- 1 (one) 9499 Light Truck Set 3/4 & 1 Ton
- 1 (one) 9233 Light Truck Set 3/4 & 1 Ton  
Signs

Leasehold

Office Furniture

TRANS-AMERICAN LEASING CORPORATION

BY: *Frank J. Sarro, III*

TITLE: Frank J. Sarro, III, Exec. VP

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

BY: *William J. Ottey*

TITLE: William J. Ottey, Exec. VP

Mail to Irvington Federal Savings  
+ Sloan Association

208603 514 479  
REG FEE 12.00  
TITL 12.00  
1101CHEF 17.00  
03 01987 5-12 89:37

IN THE CIRCUIT COURT FOR ANNE ARUNDEL COUNTY

# 26,153

To Be Recorded In The  
Chattel Records Of The Local  
Jurisdiction And Among The  
Financing Statement Records  
Of The State Department Of  
Assessments And Taxation

NOT SUBJECT TO RECORDATION  
TAX

REGISTRATION FEE 11.00  
208603 514 479  
JUL 15 87  
CK

FINANCING STATEMENT  
(Maryland - U.C.C.-1)

1. **DEBTOR:** Tire Engineering, Inc.  
169 Defense Highway  
Annapolis, Maryland 21401
  
2. **SECURED PARTY:** The First National Bank of  
Maryland  
25 South Charles Street  
Baltimore, Maryland 21203  
  
Attention: Dawne Davies
  
3. This Financing Statement covers and the Debtor grants a  
security interest to the Secured Party in the following:
  - a. All of the Debtor's accounts, instruments, documents,  
chattel paper, notes, notes receivable, drafts,  
acceptances, choses in action, reserves, credit  
balances, and deposits, now existing or hereafter  
created or acquired, and all proceeds and products  
thereof, and all rights thereto, excluding all  
receivables arising from the sale of goods or  
services, to Seapac Services, Inc. or Interpool,  
Limited; and
  - b. All books, records, data, writings and computer data  
relating to any of the above-described collateral.

LIBER 42 PAGE 645

LIBER 42 PAGE 648

BOOK 514 PAGE 490

The proceeds (including insurance proceeds) and products of all the above-described collateral are secured, as are future advances and after acquired property.

DEBTOR:

Tire Engineering, Inc.,  
A Maryland Corporation

By: J. David Warfield (SEAL)  
Name: J. David Warfield  
Title: President

Date: May 26, 1987

TO FILING OFFICER: After this Statement has been recorded,  
please return to:

Louis J. Ebert  
Gebhardt & Smith  
Ninth Floor  
The World Trade Center  
Baltimore, Maryland 21202  
File No.: (BF705 0003) 6331

Mail to Louis J. Ebert

STATE OF MARYLAND

Anne Arundel County

FINANCING STATEMENT FORM UCC-1 200002

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORDED FEE 13.00  
POSTAGE 50  
TOTAL 13.50  
JUL 15 1997  
CK

1. DEBTOR

Name HEB Equipment Co., Inc.

Address 449 N. Potomac Street, Hagerstown, MD 21740

2. SECURED PARTY  
\*ADDITIONAL LOCATION OF COLLATERAL

Name Kidde Credit Corporation

Address 30 Washington Center, Hagerstown, MD 21740

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assigner

SEE ATTACHED SCHEDULE 'A' FOR COLLATERAL DESCRIPTION.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

\*ADDITIONAL LOCATION OF COLLATERAL:  
809-J Barkwood Court  
Linthicum Heights, MD 21090

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

*Henry E. Brundage* Pres.  
(Signature of Debtor)

HEB EQUIPMENT CO., INC.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Douglas A. Whelan* Mgr. Credit Admin.  
(Signature of Secured Party)

KIDDE CREDIT CORPORATION

Type or Print Above Signature on Above Line

514-482

SCHEDULE 'A'

This Schedule 'A' is attached to and is a part of a UCC-1 Financing Statement between HEB Equipment Co., Inc., as Debtor, and Kidde Credit Corporation, as Secured Party.

COLLATERAL DESCRIPTION

- (a) All Accounts, Chattel Paper, Instruments, Documents and General Intangibles relating to that Open Market Purchase Order No. 19550 dated April 2, 1987 to Chesapeake Highlift, Inc., which has been assigned to HEB Equipment Co., Inc. (a copy of which is attached hereto and made a part hereof), from the State of Maryland regarding the purchase by the State of Maryland from Debtor of two (2) Hi-Binder 6025 self-propelled, scissor type platform lifts and in and to all cash and non-cash proceeds of all the foregoing.
- (b) Any and all payments, collections, and proceeds from and all of Debtor's rights and remedies under (a) above, including without limitation, the right to collect any and all payments and proceeds due under (a) above, the right to take, in KCC's own name or in the name of Debtor, any actions or proceeds which Debtor might otherwise take under (a) above, and the right, title, and interest to all returned, rejected or repossessed equipment under the above referenced purchase order.

HEB EQUIPMENT CO., INC.

KIDDE CREDIT CORPORATION

By: *Harold G. Schuch*  
Debtor Title

By: *Charles J. Whelan* *Michael J. Adams*  
Secured Party Title

HEBSCH



# PURCHASE ORDER

STATE OF MARYLAND  
DEPARTMENT OF GENERAL SERVICES  
PURCHASING BUREAU  
301 W. PRESTON ST., BALTIMORE, MD 21201-2368

13  
04/21/87  
PURCHASE ORDER DATE  
05/22/87  
47

PURCHASE  
ORDER NO  
P 19550  
U.S. MC  
B02211

ALL TERMS AND CONDITIONS  
OR REQUEST FOR QUOTATION  
DATE AT RIGHT ARE  
PART OF THIS ORDER

DATE BID OPENED  
05/19/87

BID REQUEST DATE  
04/28/87

AGENCY CODE  
29.10.02.01

BUYER  
21 W. SNYDER  
PHONE 225-4605

SHIP TO  
MD. TRANSPORTATION AUTHORITY  
FRANCIS SCOTT KEY BRIDGE  
P. O. BOX 9088 (RTE. 695 & SOLLERS PT.)  
DUNDALK, MARYLAND 21222  
ATTN: EDWARD A. SCHWARZ

SHIP AND INVOICE AS INDICATED →

VENDOR  
CHESAPEAKE HIGHLIFT, INC.  
809 J. BARKWOOD COURT  
LINTHICUM HTS, MARYLAND 21090

SEND INVOICE IN TRIPPLICATE TO (SAME AS SHIP TO UNLESS NOTED BELOW)  
MR. F. BARRON  
FINANCE DEPARTMENT

COMMODITY CLASS  
545 DELIVERY SCHEDULED WEEK OF 4 wks.

DELIVERED FOB DESTINATION  
INCLUSIVE OF ALL CHARGES  
IE PLATFORM OR DOORWAY OF "SHIP TO" ADDRESS

ITEM	P.O. ITEM	DESCRIPTION	QUANTITY	UNIT	NET UNIT PRICE
		YOUR FEDERAL ID NO. MUST APPEAR ON YOUR INVOICE			
39	01	SELF-PROPELLED, SCISSOR TYPE PLATFORM LIFT (AS PER ATTACHED SPECIFICATIONS) HI-BINDER 6025 TO INCLUDE 4 SETS PARTS AND SERVICE MANUALS	2	EA	14500.00

**INSTRUCTIONS TO VENDOR**  
EACH SHIPPING CONTAINER OR PACKAGE SHALL HAVE CLEARLY MARKED A COMPLETE DESCRIPTION AS TO CONTENTS AND QUANTITY CONTAINED THEREIN. THE PURCHASE ORDER NUMBER AND THE STOCK NUMBER IF LISTED IN DESCRIPTION ABOVE EACH SHIPMENT SHALL HAVE ATTACHED TO THE CONTAINER OR PACKAGE A PACKAGING SLIP AND SAID CONTAINER OR PACKAGE MUST BE READILY MARKED FOR IDENTIFICATION.  
EACH INVOICE MUST REFLECT THE FOLLOWING INFORMATION: (1) DATE AND METHOD OF SHIPMENT, (2) PURCHASE ORDER NUMBER, (3) DESCRIPTION AS IT APPEARS ON PURCHASE ORDER, (4) QUANTITY SHIPPED, (5) UNIT PRICE AND EXTENSIONS, (6) DATE OF INVOICE, (7) VENDOR'S FEDERAL TAX IDENTIFICATION OR SOCIAL SECURITY NUMBER. NOTE: INVOICE INFORMATION MUST BE IN ACCORDANCE WITH THAT CONTAINED ON PURCHASE ORDER. FAILURE TO COMPLY WITH THE FOREGOING WILL RESULT IN THE INVOICE BEING REJECTED FOR PAYMENT.  
ARTICLES HEREON ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NO. 256 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52 73 0358X. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

CHIEF OF PURCHASING BUREAU  
BY W. J. Snyder  
BUYER AUTHORIZED DESIGNEE  
VENDOR

STATE OF MARYLAND

Anne Arundel County

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORDING FEE 11.00  
POSTAGE 50  
JUL 15 87  
OK

1. DEBTOR

Name HEB EQUIPMENT CO., INC.  
Address 15223 Molly Pitcher Highway, Greencastle, PA 17225  
\*ADDITIONAL LOCATIONS OF COLLATERAL

2. SECURED PARTY

Name Kidde Credit Corporation  
Address 30 Washington Center, Hagerstown, MD 21740

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee:  
\_\_\_\_\_  
\_\_\_\_\_

SEE ATTACHED SCHEDULE 'A' FOR  
COLLATERAL DESCRIPTION.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

\*ADDITIONAL LOCATIONS OF COLLATERAL:

P. O. Box 1066  
1066C Virginia Ave.  
Harrisonburg, VA 22801

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

449 N. Potomac Street  
Hagerstown, MD 21740  
809-J Barkwood Court  
Linthicum Heights, MD 21090

Henry E. Bendish, President  
(Signature of Debtor)

HEB EQUIPMENT CO., INC.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Richard J. Wilson, Manager  
(Signature of Secured Party)

KIDDE CREDIT CORPORATION  
Type or Print Above Signature on Above Line

514 485

SCHEDULE A

This Schedule A is attached to and is a part of a UCC-1 Financing Statement between HEB Equipment Co., Inc., Debtor, and Kidde Credit Corporation, Secured Party.

This financing statement covers the following types (or items) of property:

- a) All of Debtor's present and future accounts, instruments, documents and chattel paper (including without limitation, installment sale contracts, equipment leases and rental agreements) arising out of or created in connection with the sale, lease, rental or other disposition by Debtor of cranes, motor vehicles, aerial lift platforms, and other goods manufactured or supplied by National Crane Corporation, Grove Manufacturing Company (a division of Kidde, Inc.), Manlift, Inc., and/or Grove Manlift.
- b) All of Debtor's present and future goods described in or covered by said accounts, instruments, documents and chattel paper, including, without limitation, returns, repossessions and rejections; and
- c) All cash and non-cash proceeds of all the foregoing, including, without limitation, insurance proceeds.

Debtor:

HEB EQUIPMENT CO., INC.

By: Henry E. Boudap, President  
Title

Secured Party:

KIDDE CREDIT CORPORATION

By: Raymond J. Whelan, M. Credit Admin  
Title

Mail to Kidde Credit Corporation

SCHADEAL



FINANCING STATEMENT

- 1  To Be Recorded in the Land Records at \_\_\_\_\_
- 2  To Be Recorded among the Financing Records at Anne Arundel Co. Maryland
- 3  Not subject to Recordation Tax
- 4  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5 Debtor(s) Name(s): Trattoria La Dolce Vita, Inc. Address(es): 1660 Crain Hwy. Glen Burnie, MD 21061

6 Secured Party: Maryland National Bank Address Department Collateral Unit  
 Attention: Lisa Keller ~~XXXXXXXXXXXXXXXXXXXX~~ P.O. Box 871  
~~XXXXXXXXXXXXXXXXXXXX~~ Annapolis, MD 21401  
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7 This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

A *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A)

RECORD FEE 11.00  
 MUSTAGE .50  
 208605 0055 802 113:03  
 JUL 15 87  
 CK

Debtor Trattoria La Dolce Vita, Inc.  
Alberto Contestabile  
 By: Alberto Contestabile (Seal)  
 Type name and title, if any  
Maria Contestabile  
 By: Maria Contestabile (Seal)  
 Type name and title, if any

Secured Party: Maryland National Bank  
 By: Anne C. Grubb (Seal)  
 Type name and title  
Commercial Banking Rep.

Mail to Maryland National Bank

11/20

MARYLAND FINANCING STATEMENT

BOOK 514 PAGE 487

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Primedical, Inc.  
2661 Riva Road Annapolis, MD (Name or Names) 21401  
(Address)

LESSEE \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Baltimore Federal Financial, F.S.A.  
Of LESSOR \_\_\_\_\_  
P.O. Box 116 (Name or Names) Baltimore, MD 21203  
(Address)

4. This financing Statement covers the following types (or items) of property:  
See Attached Schedule A

Equipment Locations: 2661 Riva Road; Annapolis, MD 21401  
1134 North Rolling Road; Catonsville, MD 21228  
531 College Parkway; Annapolis, MD 21401

RECORD FEE 17.00  
POSTAGE .50

BALTIMORE MD 21202 JUL 15 1987

CK

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE  
Primedical, Inc.  
By: [Signature] VP  
Randolph Old (Title)  
(Type or print name of person signing)  
By: \_\_\_\_\_  
(Title)  
(Type or print name of person signing)

LESSOR  
CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
By: [Signature] Pres.  
Gordon T. Hill (Title)  
(Type or print name of person signing)

Return to:  
CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

153

Schedule A

BOOK 514 PAGE 488

Attached to and made a part hereof Equipment Lease No. REFID 620  
dated June 15, 1987

<u>Quantity</u>	<u>Description</u>	
1	X-Ray System	CS8179
1	Processor	RG11
1	Film Bin	125
1	I.D. Printer	EKB
1	Apron .5mm	60946
1	Gloves .5mm	69300
1	Glove Rack	548
1	Stool/Handle	13314-0
1	DKRM Lamp	CPMO
1	Spot Illum.	188
1	Single Illum.	CS-101
1	Double Illum.	CS-102
1	Bp Unit-Stand	250
4	Bp Unit-Wall	820
1	Incubator	131500
4	Mayo Stand	33100
1	I.V. Stand	35700
1	Kick Bucket	487121
1	Kick Bucket Frame	487141
1	EKG	101535
1	Surgical Light	16102
1	Patient Scale	439
2	Stretcher	1100
2	3" Stretcher Pads	2686-213
2	Fowler Attchmt	124
2	Armrest Pads	130
1	Narcotic Safe	3007
2	Exam Tables	4K735
1	EKG Stand	80292450
1	Ambu Bag	5260
4	Exam Stools	1110
2	Foot Stool	1210
1	Cart (3SHF)	311
1	Papoose Board	50500
1	Sterilizer	OCM
1	Aspirator	5711-130
1	Wheelchair	SM202
1	Microscope	M3205B
4	Ophthalmoscope	11610
4	Otoscope	25020
4	Wall Transf.	74710

SCHEDULE A (Continued)

BOOK 514 PAGE 459

<u>Quantity</u>	<u>Description</u>	
1	Audioscope	92350
1	Electric Therm	4354MARK-V
2	I.V. Pole	121
1	Lat. File (4dwr)	346-L-FLHF
8	Stacking Chairs	40/4
1	Exec. Desk	376-60-FCDL-1
2	Guest Chairs	5778-2
1	Desk Chair	5720-2M
1	36" Table	8180
1	Secretary Chair	5707-2M
1	3-Seat Sofa	1-620-3
1	2- Seat Sofa	1-620-2
6	5 Chairs (WTG)	1-620-1
3	End Tables	1-466
1	Secretary Desk	37670FCDL1
1	Bookcase	32915C
1	Credenza	376-C5
2	Durline Chair	#160
1	Coathanger	VSF-3
6	Borroughs	P0618
1	Conf. Table	R69284800
6	Conf. Chairs	1-632
1	Cramer Stool	2052-GR
1	Storage Cabnets	8725
1	42" Cabinet	8080
	Telephone Sus Exutech	
	Music System Panasonic	
	Alarm System Z1100 R	
	Typewriter	
7	Work Stations	Hayworth
1	Lateral File (5dwr.)	364-L-RLDV
1	Lateral File	365-L-RLDV
1	Bookcase	3421 5C
1	File-FP (4 dwr.)	D72-4LA-BK
1	Med. Rec. Shvg.	
1	Med. Rec. Shvg.	

Approved and agreed to this 15th day of June, 1987

Lessee: Primedical, Inc. Lessor: Chesapeake Industrial Leasing Co., Inc.

By: [Signature] By: [Signature]

Mail to Chesapeake Industrial Leasing  
CO. INC.

208607

800-514 FILE 400

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es)  
Vargas, Virginia Kathleen  
Vargas, Theodore Margate  
Ark M.H. Park  
8323 Wash. Blvd.  
Jessup, Md. 20794

2 Secured Party(ies) and address(es)  
Eastern Homes  
8291 Wash. Blvd.  
Jessup, Md. 20794

3 Maturity date (if any):  
For Filing Officer (Date, Time, Number, and Filing Office)

SECURITY FEE 12.00  
POSTAGE 50  
#34477-1237 (102) 114:26  
JUL 15 97  
CK

4 This financing statement covers the following type(s) of property:

1980 Tidwell, Cima, Mobile HOMEX, 60x24, Serial 6258A&B  
Together with all appliances, equipment, accessories, parts & accessions thereon & thereto all substitutions, replacements or additions therefore, & all proceeds thereof, all as more fully described in the Manufactured Home Retail Installment Sale Agreement between debtor & secured party.

5 Assignee(s) of Secured Party and Address(es)  
All Valley Acceptance Co.  
P.O. Box 668  
Uniontown, Pa. 15401

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented.

Virginia Kathleen Vargas Theodore Margate Vargas All Valley Acceptance Co.  
By: *Virginia Kathleen Vargas* Title By: *T. Brannon* Title  
By: *Theodore Margate Vargas* Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

Mail to All Valley Acceptance Co.

STATE OF MARYLAND

Anne Arundel County

FINANCING STATEMENT FORM UCC-1

Identifying File No. 208000

BOOK 514 PAGE 191

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 6-22-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ~~D&R Enterprises, Inc.~~ D&R Enterprises, Inc.  
~~XXXXXXXXXXXXXXXXXXXX~~ dba Service Master of Glen Burnie dba Service Master Janitorial and  
Wilder, Roy E., Individual  
Address 7603 Baltimore-Annapolis Blvd., Glen Burnie, MD 21601

2. SECURED PARTY

Name AFC Holdings Incorporated  
Address 7165 SW Fir Loop, Tigard, OR 97223 FED ID# 94-3022285

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 3 Kent KF201 battery operated floor burnishers SNs 1000287, 1000276, 1000283
- 1 Kent KA322 automatic scrubbing Machine SN KA1000046

CHECK THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Roy E. Wilder Pres  
(Signature of Debtor)

Roy E. Wilder Pres/Indiv  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

B. Stephenson  
(Signature of Secured Party)

AFC Holdings Incorporated  
Type or Print Above Signature on Above Line

B. Stephenson/Credit

Mail to AFC Holdings Incorporated

14.00  
.50  
POSTAGE  
JUL 15 1987  
CK

1430

### FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p><i>Eric Giosa</i>  <i>Nick Katsiotis</i> T/A Giosa &amp; Katsiotis          1366 Hazelnut CT Builders          Annapolis MD 21401</p>	<p>2. SECURED PARTY</p> <p><b>THE PARADIES DISTRIBUTING CO.</b>          3000 Waterview Avenue          Baltimore, Maryland 21230</p>
---	---

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers, dehumidifiers, sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

- 4. Proceeds of collateral are covered hereunder.
- 5. This transaction is exempt from the recordation tax. (Md.)
- 6. Return to: Secured Party (Md.)

RECORD FEE 13.00  
 POSTAGE .50  
 830445 0237 402 114149  
 JUL 15 87  
 CK

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

SECURED PARTY:

*Eric Giosa*  
*Nick Katsiotis*  
 \_\_\_\_\_  
 (Type Name)

**THE PARADIES DISTRIBUTING CO.**

By: *Eric Giosa* (SEAL)

By: *John Mulh...*

By: *Nick Katsiotis* (SEAL)

15 Dec 19 86  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any. MD, VA, DC, PA - Inventory

*13.50*

Mail to *The Paradies Distributing Co.*

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and/or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same, and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

mail to The Paradise Distributing Co.

514 494

**STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 421-7 U.C.C. 1/79**

This Statement is presented to a Filing Office for filing pursuant to the Uniform Commercial Code.  
 This Statement refers to original Financing Statement, Identifying File No. I.O. 244764 recorded in  
 Liber 455 Folio 288 on Oct. 26, 1982 (Date).

**1. DEBTOR(S):**  
 Name(s) Bernard & Susan D'Angelo (Anne Arundel Co)  
 Address(es) c/o Yacht Yard, 726 Second Ave., Annapolis, MD 21403

**2. SECURED PARTY:**  
 Name First Pennsylvania Bank N.A.  
 Address Centre Square West Concourse, Phila, Pa 19101

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
 (Check only one Box.)

**CONTINUATION.** The original Financing Statement referred to above is still effective.

**TERMINATION.** The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above. RECORD FEE 10.00

**ASSIGNMENT.** The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below. POSTAGE .30  
#006840 0345 704 715-31

**AMENDMENT.** The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.) 07/19/87  
7/15/87  
CK

**RELEASE.** (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

**9. SIGNATURES.**

SECURED PARTY  
First Pennsylvania Bank N.A.  
 By [Signature]  
John K. Price, AVP  
 (Type, Name and Title)

DEBTOR(S)  
 (Necessary only if Item 6 is applicable)  
 Type name of each signature and if Company,  
 type name of Company and Name and Title of  
 Authorized Signer.

10-80

Mail to First Pennsylvania Bank N.A.

ANNAPOLIS FEDERAL SAVINGS BANK 208610  
ANNAPOLIS, MARYLAND

BOOK 514 PAGE 495

FINANCING STATEMENT

DATE: May 27, 1987

(XX) Not Subject to Recordation Tax  
( ) Subject to Recordation Tax of \$ \_\_\_\_\_

NAME OF DEBTOR (S): The Firmer Image

ADDRESS: 390 Yorkshire Lane  
Riva, MD 21140

RECORD FEE 11.00  
POSTAGE .50  
#36446 0237 R02 114150  
JUN 15 87  
CK

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT  
ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned and hereafter acquired, excluding motor vehicles.

DEBTOR(S):  
The Firmer Image  
(Company Name)

BY: Linda Goodall  
Linda Goodall, President

BY: \_\_\_\_\_  
BY: \_\_\_\_\_

SECURED PARTY:  
ANNAPOLIS FEDERAL SAVINGS BANK

BY: Paul R. O'Connell  
(Authorized Signature)

Paul R. O'Connell, Vice President  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

113  
Mail to Annapolis Federal Savings Bank

### FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p>Hawthorne Woods Limited 517 Benfield Rd., Suite 304 Severna Park, Md. 21146</p>	<p>2. SECURED PARTY</p> <p><b>THE PARADIES DISTRIBUTING CO.</b> 3827 Gaskins Road Richmond, Virginia 23233</p>
---	--

RECORD FEE 11.00  
POSTAGE .50

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and repossessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

BOOK 514 PAGE 400  
R04 T10  
7/15/87  
CK

- 4. Proceeds of collateral are covered hereunder.
- 5. This transaction is exempt from the recordation tax. (Md.)
- 6. Return to: Secured Party (Md.)

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:

SECURED PARTY:

Hawthorne Woods Limited Partnership  
(Type Name)

THE PARADIES DISTRIBUTING CO.

By: Robert J. Pinner - Partner (SEAL)

By: John M. ...

By: \_\_\_\_\_ (SEAL) \_\_\_\_\_ (Date Signed by Debtor) 19 \_\_\_\_

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
MD, VA, DC, PA - Inventory

11  
1

## Terms and Conditions of Security Agreement

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party, and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and/or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely, (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition, and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

Mail to *The Quadrics Distributing Co.*

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 498 Page No. 134  
Identification No. 261858 Dated May 15, 1986

1. Debtor(s) { Glenn F. Robbins & Andrea Robbins  
Name or Names—Print or Type  
614 Tower Bank Road Severna Park, MD 21146  
Address—Street No., City - County State Zip Code

2. Secured Party { Equitable Bank, N.A.  
Name or Names—Print or Type  
100 S. Charles St. Baltimore, MD 21201  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation .....<input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release .....<input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment .....<input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u>.....<input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00  
POSTAGE .30  
#006970 C345 R04 T1640  
07/14  
7/15/87  
OK

Dated: June 9, 1987  
Equitable Bank, N.A.  
Name of Secured Party  
[Signature]  
Signature of Secured Party  
C.L. Carr, Assistant V.P.  
Type or Print (Include Title if Company)

Mail to Equitable Bank, NA.

STATE OF MARYLAND

BOOKS 514 PAGE 499

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
(Anne Arundel County)  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256191—

RECORDED IN LIBER 484 FOLIO 114 ON 4/17/85 (DATE)

1. DEBTOR

Name Baltimore Spas, Inc.

Address 8074 Ritchie Highway, Jumpers Mall, Pasadena, Maryland 21122

2. SECURED PARTY

Name Maryland National Bank

Address 2070 Chain Bridge Road, Suite 105

Vienna, VA 22180

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00  
POSTAGE .50

3. Maturity date of obligation (if any)

#007050-0345 R04 116423

~~07/15/87~~  
7/15/87  
CK

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> X (Indicate whether amendment, termination, etc.)</p> <p><u>Amendment</u></p>
<p>Furniture, fixtures, machinery, equipment (excluding titled motor vehicles), inventories, (raw materials, work-in-progress, finished goods and supplied), accounts receivable, contract rights, and all tangible and intangible assets, now owned or later acquired, whether or not purchased with loan proceeds and all proceeds and products thereof, located at the above address or elsewhere.</p>	

Dated May 4, 1987

[Signature]  
(Signature of Debtor)

Dated May 4, 1987

[Signature]  
(Signature of Secured Party)

Levin B. Broughton, VP  
Type or Print Above Name on Above Line

Mail to Maryland National Bank

268612

BOOK 514 PAGE 500

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented

(1) Debtor(s) (Last Name First) and Address(es)

CW Arms  
255 West Street  
Annapolis, MD 21401

(2) Secured Party(ies) (Name(s) And Address(es))

H & E EQUIPMENT LEASING  
BOX 411 RUXTON TOWERS  
RIDERWOOD, MARYLAND 21139

(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es)

RECORD FEE 11.00

POSTAGE .50

For Filing Officer

#007100 0345 R04 716-30

(5) This Financing Statement Covers the Following types [or items] of property.

- 1 Chevy NP 40401
- 1 Automatic Feed Unit
- 1 20 Bin Sifter
- 1 Chairec

The equipment is owned by Secured Party and leased to Debtor under a lease dated 3/11/87 such equipment to be located at real estate described above.

NOT SUBJECT TO RECORDING TAX

07/19/87  
7/15/87  
CK

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

CW Arms

(By) 

Standard Form Approved by N.C. Sec. of State and other states shown above.

(1) Filing Officer Copy - Retained

Secured Party(ies) [or Assignees]

H & E EQUIPMENT LEASING

(By) 

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

- (1) Collateral is subject to Security Interest In Another Jurisdiction and
- Collateral Is Brought Into This State
- Debtor's Location Changed To This State
- (2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

loan to B+C Equipment Leasing

268613

BUDA 514 PAGE 5011

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es)  
Walter W. Higdon d/b/a/  
Charlie's Machine Shop  
320 Wicklow Rd.  
Glen Burnie, MD. 21061

2 Secured Party(ies) and address(es)  
Cap-Co Leasing Company  
1430 N. Meacham Rd.  
Schaumburg, IL. 60195

3 Maturity date (if any)  
For Filing Officer  
(Date, Time, Number, and Filing Office)

4 This financing statement covers the following type(s) or item(s) of property:  
1 T0090 Valve & Small Parts Tumbler  
1 T0090-S 25# Ball Cone Media  
1 Filtration System For Mark II S/N 3192

Equipment Location: 7218 N. Ritchie Hwy  
Glen Burnie, MD 21061

\*\*Not subject to recordation tax \*\* C/S/C

RECORD FEE 12.00

#007110 C345 R04 T16#40

5 ASSIGNEE OF SECURED PARTY ~~6/15/87~~  
7/15/87  
Capitol Leasing Company  
1430 N. Meacham Rd.  
Schaumburg, IL 60195

6 Complete only when filing with Judge of Probate:  
The initial indebtedness secured by the financing statement is \$

Check  if covered:  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented:

Filed with:

Walter W. Higdon d/b/a/  
Charlie's Machine Shop

By: Walter W. Higdon  
Signature(s) of Debtor(s)

Walter Higdon  
Owner

Cap-Co Leasing Company

By: Barb Kelly  
Signature of Secured Party

Barb Kelly  
Asst. Treas

loan to Cap Co Leasing Company

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifylog File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 70.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$10,000.00.  
This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trendway Systems, Inc.  
Address 7401 Assateague Drive, Jessup, MD 20794

2. SECURED PARTY

Name Credit Alliance Corporation RECORD FEE 17.00  
Address P.O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD 21061 SECURED TAX 70.00  
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above 4007120 0345 R04 716742

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Trendway Systems, Inc.

See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]  
(Signature of Secured Party)

Philip D. Cooper Sr. V.P.

\_\_\_\_\_  
Type or Print Above Signature on Above Line

17  
20  
L

—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELS

THIS MORTGAGE made the 11th day of June, 1987 by and between

Trendway Systems, Inc., having its principal place of business at  
7401 Annapogue Drive, Jessup, MD 20794

Mortgagor and Credit Alliance Corporation

Mortgagee

WITNESSETH

1. To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property") to have and to hold the same unto Mortgagee forever; PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3. Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business, which is Mortgagor's address shown above, unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1 1/5 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee) and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description; Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor, agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand, with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross complaint which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C.A. Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate. However, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee wills to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations or to take immediate possession of the Mortgaged Property or to foreclose at any time this Mortgage, or to demand full performance or fulfillment or otherwise to proceed, and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST  
By *B. Douglas Smith* Secretary  
*Ronald E. Edzel* Secretary, Treasurer, President  
Trendway Systems, Inc. (Seal)  
Mortgagor (Title)

STATE OF Maryland }  
COUNTY OF Anne Arundel } SS  
*Howard*

**Ronald Edzel**

being duly sworn, deposes and says:

- 1. He is the **President** of Trendway Systems, Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
- 2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
- 3. Mortgagor is solvent and justly indebted to **Credit Alliance Corporation** (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
- 4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
- 5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_

*Ronald E. Edzel*

NOTARY PUBLIC

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ SS  
I, \_\_\_\_\_ a Notary Public duly qualified in and for said County and State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ in (Place) \_\_\_\_\_ in said County, before me personally appeared \_\_\_\_\_ to me personally well known

(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who upon being first duly sworn by me stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership) and known as and to be a member of the partnership of \_\_\_\_\_ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the \_\_\_\_\_ of **Trendway Systems, Inc.** who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment that he knows the contents of said instrument, that he resides at \_\_\_\_\_ that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written.

(Notary Seal)

NOTARY PUBLIC

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated June 11 1957 between the under-  
signed.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	New Trailmobile 48' x 96" Trailer	F71T-6SAA	
	The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.		

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

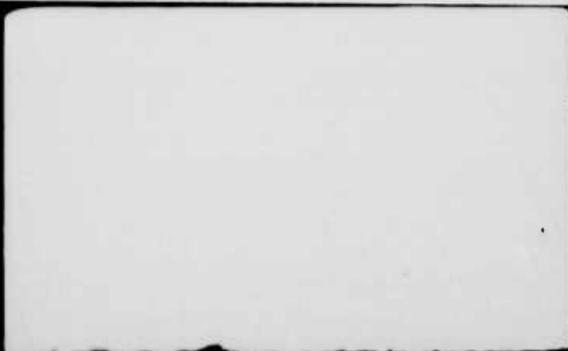
Credit Alliance Corporation

Trendway Systems, Inc.

By: \_\_\_\_\_

By: Ronald E. Engel President

Mail to Credit Alliance Corporation



STATE OF MARYLAND

ANNE ARUNDEL COUNTY, MD

514 507

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263977

RECORDED IN LIBER 503 FOLIO 65 ON 9/29/86 (DATE)

1. DEBTOR Institute for Resource Management, Inc.  
Norco Technical Services, Inc.  
Name \_\_\_\_\_

Address The Friary, 1600 Winchester Drive, Annapolis, MD 21043  
Attention: Jerry Donald

2. SECURED PARTY

Name Maryland National Industrial Finance Corporation

Address 502 Washington Avenue, Towson, MD 21204

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  AMENDMENT</p>
<p>AMENDING DEBTOR'S ADDRESS TO READ: 2666 Riva Road Suite 360 Annapolis, MD 21401</p>	

RECORD FEE 10.00  
POSTAGE .50  
#007170 0345 R04 716-51

Institute for Resource Management, Inc.  
Norco Technical Services, Inc.

Maryland National Industrial  
Finance Corporation

BY: Jerry Donald, Pres.

Dated JUNE 13<sup>th</sup> 87

[Signature]  
Signature of Secured Party

~~07/13/87~~  
7/15/87  
CK

Mail to Maryland National Industrial Finance Corporation  
Type or Print Above Name on Above Line

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCCT 208615

Anne Arundel, Clerk of County  
Circuit Ct. (MD)  
Identifying File No. 514-507

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Evans, Mr. Paul C.

Address 312 Severn Avenue, Annapolis, MD 21403

2. SECURED PARTY

Name ~~Rochester Community Savings Bank~~ Wells Fargo Bank

Address ~~235 E. Main Street~~ 343 Sansome St., 6th Flr.

~~Rochester, NY 14604~~ San Francisco, CA 94163

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 29.00

POSTAGE .50

8/07/80 0345 004 T16

7/15/87  
CK

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

SEE ATTACHMENT A.

Lessee: Federal Express Corporation

Ref. No. 80981-01,02,03,04,06 &07

Name and address of Assignee

NOT SUBJECT TO RECORDATION TAX

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mr. Paul C. Evans (Signature of Debtor)

By: Dover Asset Group, Inc.

By: CIS Corporation as Attorney-in-Fact  
Type or Print Above Name on Above Line

[Signature]  
(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]  
M. Padilla (Signature of Secured Party) Loan Doc.  
Wells Fargo Bank, N.A. Officer  
~~Rochester Community Savings Bank~~

Type or Print Above Signature on Above Line

29  
2

514 508

Equity  
Ref. #80981-01

Attachment A to UCC-1 Form

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>MACHINE</u>	<u>MODEL/ FEATURE</u>	<u>SERIAL NUMBER</u>
6	IBM	3274 C41 w/1550, 6303		K3819, K3820 K3821, K3822 K3823, K3824
Location:	250 East Devon Itasca, IL 60143			
7	IBM	3274 C41 w/1550, 6303		K3812, K3813 K3814, K3815 K3816, K3817 K3818
Location:	2602 South 47th Street Phoenix, AZ 85034			
7	IBM	3274 C41 w/1550, 6303		K3825, K3826 K3827, K3828 K3829, K3830 K3831
Location:	1220 Riverbend Dallas, TX 27547			
2	IBM	3274 C41 w/3701, 6302		H9483 H9650
1	IBM	3274 C41 w/1550, 6303		K3567
Location:	3036 Directors Row Memphis, TN 38131			
7	IBM	3274 C41 w/1550, 6303		K3569, K3570 K3571, K3572 K3573, K3574 K3575
Location:	9125 Guilford Columbia, MD 21046			

Pursuant to equipment lease between Federal Express Corporation as Lessee and CIS Corporation as Lessor; b) That certain equipment Lease Agreement dated April 25, 1986 (#80981-01) between Lessee and Lessor together with all rental and other payments due and to become due under the Lease, including any and all casualty, termination and insurance loss payments.

514 509

Equity  
Ref. #80981-02

Attachment A to UCC-1 Form

- a) Equipment located at 3036 Directors Row, Memphis, TN 38131 and described below:

<u>Qty</u>	<u>Manufacturer</u>	<u>Machine</u>	<u>Model/ Feature</u>	<u>Serial Number</u>
1	IBM	3268	002/4450	57306
3	IBM	3287	C02/3610 3880 5783 8700	H9268, H9269, C6676
1	IBM	3262	003	68731
1	IBM	3287	002/8331 8700	Q9532
1	IBM	3287	002/8331 8700	Q9502
1	IBM	3274	C41/3701 6302 3660	K5590
1	IBM	3274	C41/1550 6303 3660	K5573

Pursuant to equipment lease between Federal Express Corporation as Lessee and CIS Corporation as Lessor; b) That certain equipment Lease Agreement dated May 25, 1986 (#80981-02) between Lessee and Lessor together with all rental and other payments due and to become due under the Lease, including any and all casualty, termination and insurance loss payments.

LM/04/87

514 510

Equity  
Ref. #80981-03

Attachment A to UCC-1 Form

a) Equipment located at 3036 Directors Row, Memphis, TN 38131 and described below:

<u>Qty</u>	<u>Manufacturer</u>	<u>Machine</u>	<u>Model/ Feature</u>	<u>Serial Number</u>
1	IBM	3274	C41/3701 6302	K5181
10	IBM	3274	C41/3701 6302	K5269, K5272, K5293, K5301, K5302, K5191, K5208, K5258, K5259, K5268
3	IBM	3274	C41/3701 6302	K5182, K5310, K5339
2	IBM	3274	C41/3701 6302	K7369, K5304
1	IBM	3274	D41	H6051

Pursuant to equipment lease between Federal Express Corporation as Lessee and CIS Corporation as Lessor; b) That certain equipment Lease Agreement dated June 25, 1986 (#80981-03) between Lessee and Lessor together with all rental and other payments due and to become due under the Lease, including any and all casualty, termination and insurance loss payments.

LM/04/87

511 - 511

Equity  
Ref. #80981-04

Attachment A to UCC-1 Form

a) Equipment located at 3036 Directors Row, Memphis, TN 38131 and described below:

<u>Qty</u>	<u>Manufacturer</u>	<u>Machine</u>	<u>Model/ Feature</u>	<u>Serial Number</u>
1	IBM	3268	C02/4450	67689
1	IBM	3274	C41/3701 6302	K6715
2	IBM	3274	C41/3701 6302	K5102, K6233
2	IBM	3268	002/4450	66993, 66994
3	IBM	3287	C02/3880 3610 5783 8700	H9240, H9241, H9297
1	IBM	3287	C02/3880 3610 5783 8700	H9298
3	IBM	3287	002/8331 8700	R1095, R1453, R1524
27	IBM	3287	002/8331 8700	R1691, R1053, R1056, R1636, R1639, R1643, R1699, R1049, R1043, R1030, R1033, R1039, R1611, R1612, R1651, R1618, R1679, R1685, R1622, R1630, R1893, R1669, R1672, R1709, R1892, R1673, R1614

Pursuant to equipment lease between Federal Express Corporation as Lessee and CIS Corporation as Lessor; b) That certain equipment Lease Agreement dated July 29, 1986 (#80981-04) between Lessee and Lessor together with all rental and other payments due and to become due under the Lease, including any and all casualty, termination and insurance loss payments.

LM/04/87



514-512

Equity  
Ref. #80981-06

Attachment A to UCC-1 Form

a) Equipment located at 3036 Directors Row, Memphis, TN 38131 and described below:

<u>Qty</u>	<u>Manufacturer</u>	<u>Machine</u>	<u>Model/ Feature</u>	<u>Serial Number</u>
2	IBM	3268	002/4450	68298, 68299
4	IBM	3274	A41/3660	L0949, L0950, L0951, L0952
1	IBM	3268	002/4450	66469
5	IBM	3287	002/8331 8700	R2490, R2829, R2867, R2868, R2929
1	IBM	3287	C02/3610 3880 5783 8700	H9002
9	IBM	3287	002/8331 8700	Q0606, Q0483, P8364, P9522, P9913, Q0150, Q0613, P0408, P7026
1	IBM	3268	002/4450	68373
1	IBM	3287	C02/3610 3880 5783 8700	F1365
1	IBM	3287	C02/3610 3880 5783 8700	F2113
2	IBM	3287	002/8331 8700	B1946, G4441

Pursuant to equipment lease between Federal Express Corporation as Lessee and CIS Corporation as Lessor; b) That certain equipment Lease Agreement dated September 25, 1986 (#80981-06) between Lessee and Lessor together with all rental and other payments due and to become due under the Lease, including any and all casualty, termination and insurance loss payments.

LM/04/87

Equity  
Ref. #80981-07

Attachment A to UCC-1 Form

a) Equipment located at 3036 Directors Row, Memphis, TN 38131 and described below:

<u>Qty</u>	<u>Manufacturer</u>	<u>Machine</u>	<u>Model/ Feature</u>	<u>Serial Number</u>
31	IBM	3287	002/8331 8700	G2743, G2631, G2485, G0152, G0019, Q3235, N8942, H1765, H1247, H1244, H0099, G4148, G3862, G3825, G3818, C4374, B4138, A4924, A2202, D3432, D3343, C9063, D7308, D7287, D3579, F9996, F9309, E8006, E6206, G2845, C7485
1	IBM	3274	C41/3701 6302	L3296
5	IBM	4224	201	16577, 16576, 16579, 17909, 16503
1	IBM	3268	002/4450	68982

Pursuant to equipment lease between Federal Express Corporation as Lessee and CIS Corporation as Lessor; b) That certain equipment Lease Agreement dated November 3, 1986 (#80981-07) between Lessee and Lessor together with all rental and other payments due and to become due under the Lease, including any and all casualty, termination and insurance loss payments.

Mail to Wells Fargo Bank N.A.

LM/04/87

STATE OF MARYLAND

208626

AA Co  
514

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NUMBER ~~231418~~ 231418

RECORDED IN LIBER 422 FOLIO 590 ON 2/29/80 (DATE)

1. DEBTOR

Name Milton W. Bosley And Company, Inc.

Address 151 8th Avenue, N.W., Glen Burnie, Maryland 21061

2. SECURED PARTY

Name The First National Bank of Maryland

Address 25 South Charles Street, Baltimore, Maryland 21201

John R. Wise  
Moore, Libowitz & Thomas, 334 St. Paul Place, Balto., MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00  
POSTAGE .50  
MAY 15 1981

3. Maturity date of obligation (if any) N/A

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)

TERMINATION

THE FIRST NATIONAL BANK OF MARYLAND

Dated 6/19/87

By: R. C. Lapointe  
(Signature of Secured Party)

R. C. Lapointe, Vice President  
Type or Print Above Name on Above Line

Mail to The First National Bank of Maryland

STATE OF MARYLAND

A.A.Co.

514 10/515

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249286

RECORDED IN LIBER 466 FOLIO 326 ON 10/7/83 (DATE)

1. DEBTOR

Name Milton W. Bosley And Company, Inc.

Address 151 8th Avenue, N.W. Glen Burnie, Maryland 21061

2. SECURED PARTY

Name The First National Bank of Maryland

Address 25 South Charles Street, Baltimore, Maryland 21201

John R. Wise  
Moore, Libowitz & Thomas, 334 St. Paul Place, Balto., MD 21202  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
	TERMINATION	
	<p>RECEIVED FEB 10.00 POSTAGE .50 JUL 15 1987 CK</p>	

THE FIRST NATIONAL BANK OF MARYLAND

Dated 6/15/87

By: R. C. Lapointe  
(Signature of Secured Party)

R. C. Lapointe, Vice President  
Type or Print Above Name on Above Line

Mail to The First National Bank of Maryland

STATE OF MARYLAND

514 FILE 518 A-A Co

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247058

RECORDED IN LIBER 461 FOLIO 190 ON 4/27/83 (DATE)

1. DEBTOR

Name Milton W. Bosley And Company, Inc.

Address 151 8th Avenue, N.W., Glen Burnie, Maryland 21061

2. SECURED PARTY

Name The First National Bank of Maryland

Address 25 South Charles Street, Baltimore, Maryland 21201

John R. Wise

Moore, Libowitz & Thomas, 334 St. Paul Place, Balto., MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  TERMINATION</p>

RECORD FEE 10.00  
POSTAGE .50  
626228 017 #01 711:52  
JUL 15 87  
CK

THE FIRST NATIONAL BANK OF MARYLAND

Dated 6/15/87

By: R. C. Lapointe  
(Signature of Secured Party)

R. C. Lapointe, Vice President

Type or Print Above Name on Above Line

1650 Mail to The First National Bank of Maryland

STATE OF MARYLAND

A.A.C.

500 514 REC 517

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 25577

RECORDED IN LIBER 483 FOLIO 107 ON 3/5/85 (DATE)

1. DEBTOR

Name Milton W. Bosley And Company, Inc.

Address 151 8th Avenue, N.W., Glen Burnie, Maryland 21061

2. SECURED PARTY

Name The First National Bank of Maryland

Address 25 South Charles Street, Baltimore, Maryland 21201  
John R. Wise

Moore, Libowitz & Thomas, 334 St. Paul Place, Balto., MD 21202  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>TERMINATION</p>

RECORD FEE 10.00  
POSTAGE .50  
424229 CITY 801 711452  
JUL 15 87  
CK

Dated 6/15/87

THE FIRST NATIONAL BANK OF MARYLAND

By: R. C. Lapointe  
(Signature of Secured Party)

R. C. Lapointe, Vice President  
Type or Print Above Name on Above Line

Mail to The First National Bank of Maryland 50

STATE OF MARYLAND

A.A.C.

BOOK 514 PAGE 518

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 246483

RECORDED IN LIBER 459 FOLIO 446 ON 3/14/83 (DATE)

1. DEBTOR

Name Milton W. Bosley And Company, Inc.

Address 151 8th Avenue, N.W., Glen Burnie, Maryland 21061

2. SECURED PARTY

Name The First National Bank of Maryland

Address 25 South Charles Street, Baltimore, Maryland 21201

John R. Wise

Moore, Libowitz & Thomas, 334 St. Paul Place, Balto., MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p><b>TERMINATION</b></p>

REGISTRATION FEE 10.00  
POSTAGE .50  
524230 CITY BAL 711:53  
JUL 15 87  
CK

THE FIRST NATIONAL BANK OF MARYLAND

Mail to

Dated

6/15/87

By:

R. C. Lapointe  
(Signature of Secured Party)

R. C. Lapointe, Vice President

Type or Print Above Name on Above Line

1650

STATE OF MARYLAND

AA 6

BOOK 514 PAGE 519

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 231402  
RECORDED IN LIBER 422 FOLIO 560 ON 2/28/80 (DATE)

1. DEBTOR

Name Milton W. Bosley And Company, Inc.  
Address 151 8th Avenue, N.W., Glen Burnie, Maryland 21061

2. SECURED PARTY

Name The First National Bank of Maryland  
Address 25 South Charles Street, Baltimore, Maryland 21201  
John R. Wise  
Moore, Libowitz & Thomas, 334 St. Paul Place, Balto., MD 21202  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  <b>TERMINATION</b></p>

RECORDING FEE 10.00  
POSTAGE .50  
3242.31 (711 801 711 851)  
JUL 15 87  
CK

Dated 6/15/87 Mail to By: R. C. Lapointe  
(Signature of Secured Party)  
**R. C. Lapointe, Vice President**  
Type or Print Above Name on Above Line

1050

514 520

FINANCING STATEMENT

200037

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 300,000.00\*. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to State Department of Assessment & Taxation.

5. Debtor(s) Name(s) Address(es)  
 American Security Storage of Annapolis, Inc. 11 Hudson Street  
 Annapolis, Maryland 21401  
 American Truck Service of Annapolis, Inc. 8520 Rainswood Drive  
 Landover, Maryland 20785

6. Secured Party Address  
 Equitable Bank, National Association 100 S. Charles Street  
 Attention: Denise Yeshnik Baltimore, Maryland 21201  
 Loan Documentation Asst.

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors  
American Security Storage of Annapolis, Inc. (Seal)

American Truck Service of Annapolis, Inc. (Seal)

By:  James A. Day, President (Seal)

By:  James A. Day, President (Seal)

Mr. Clerk, Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

\*Debtor has paid recordation tax on \$200,000.00 of \$300,000.00 debt noted above to the State Department of Assessment and Taxation with previously filed financing statement. JAD

EQUITABLE BANK, N.A.  
LOAN DOCUMENTATION CENTER  
100 S. CHARLES ST. 3rd FL.  
BALTIMORE, MARYLAND 21201

12.00  
.50  
JUL 15 97  
CK

1250

208613

514-521

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any)

1 Debtor(s) (Last Name First) and Address(es)

Albert M. Birckhead, Jr.  
1381 Odenton Road  
Odenton, Md. 21113

2 Secured Party(ies) and Address(es)

Washington Freightliner, Inc  
201 Ritchie Road  
Capitol Heights, Md. 20743

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00  
APR 15 1987  
OK

4 This financing statement covers the following types (or items) of property.

1987 Freightliner FLC 12064 Ser. # 1FVXYCY93HH304355

1987 R/S Dump BODY Ser. # 87020186

NOT SUBJECT TO RECORDATION TAX

5 Assignee(s) of Secured Party and Address(es)

~~Deutsche Credit~~ Deutsche Credit  
4 Greentree Centre  
Marlton, NJ 07053

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered.  Proceeds of collateral are also covered  Products of Collateral are also covered No. of additional sheets presented:

Filed with:

Albert M. Birckhead, Jr.

By:

*Albert M. Birckhead, Jr.*  
Signature(s) of Debtor(s)

For Washington Freightliner, Inc

By:

*[Signature]*  
Signature(s) of Secured Party(ies)

603469 Rev 12-80

Filing Officer Copy — Alphabetical

*Deutsche Credit*

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 514 PAGE 522

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WANG LABORATORIES INC.

Address ONE INDUSTRIAL AVENUE, LOWELL MA. 01851

2. SECURED PARTY

Name PHOENIX LEASING INCORPORATED

Address PO BOX 2008, SAN RAFAEL, CA. 94912-2008

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

ALL EQUIPMENT LEASES BETWEEN THE DEBTOR AS LESSOR AND VARIOUS LESSEES, AND ALL WANG LABORATORIES COMPUTER EQUIPMENT UNDER EACH LEASE TOGETHER WITH ALL OPTIONS, ACCESSORIES, ACCESSIONS AND REPLACEMENTS THERETO, FINANCED BY SECURED PARTY PURSUANT TO THE EQUIPMENT LOAN AND SECURITY AGREEMENT DATED AS OF FEBRUARY 17, 1986 BETWEEN THE DEBTOR AND SECURED PARTY, ALL AS MORE PARTICULARLY DESCRIBED ON THE EXHIBITS HERETO, AND ALL PROCEEDS AND GENERAL INTANGIBLES OF SUCH LEASES AND EQUIPMENT, INCLUDING BUT NOT LIMITED TO ALL RENTALS AND OTHER SUMS PAYABLE UNDER EACH LEASE AND ALL INSURANCE PROCEEDS OF EQUIPMENT. SEE EXHIBITS HERETO FOR COMPLETE COLLATERAL DESCRIPTIONS OF LEASES AND WANG LABORATORIES COMPUTER EQUIPMENT  
1ST PURCHASE "LEASE NOT SUBJECT TO RECORDATION TAX"

42434 ROAD RM 114109  
JUL 13 87  
CK

~~INDEPENDENT CITY OF BALTIMORE~~ (INDEPENDENT CITY)  
CHECK  THE LINES WHICH APPLY  
5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

PLI # 056A07TA

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

SEND TO: MC CORD COMPANY, 1915 I STREET, SACRAMENTO, CA. 95814

(Signature of Debtor)

WANG LABORATORIES INC.

Type or Print Above Name on Above Line

*John Smith*  
(Signature of Debtor)

Type or Print Above Signature on Above Line

*Diane Turner*  
(Signature of Secured Party)

PHOENIX LEASING INCORPORATED

Type or Print Above Signature on Above Line

11-

514 522

050-AG-7TP  
Fund 185

No. 11 1/0

( SCHEDULE A )  
( printed on 02/11/87 at 15:17 )

Page 3

WANG LABORATORIES, INC. / PHOENIX

Work Order Number: 867TP  
Loan Pool Number: 6  
Customer Number: 199063  
Customer Name: WESTINGHOUSE ELEC CORP  
Lease Term: 12 months  
Discount Factor: 14 %  
Equipment Type: OLS Type  
Shipping Date: 01/21/87

Start Date	Model Number	Serial Number	Gross Rent	Maintenance	Net Rent	Advance	
02/20/87	OIS-50	PL0085	\$335.40	\$65.00	\$270.40	\$6,760.00	25x
02/20/87	OIS-TC	MS91297	78.26	25.00	53.26	1,332.00	25x
02/20/87	4230R-0A	21984D	92.02	10.00	82.02	2,051.00	25x

WORK ORDER TOTALS: 003 \$505.68 \$100.00 \$405.68 \$10,143.00

BWI AIRPORT  
D. LARKIN RD  
CAMP MEADE Rd.  
BALTIMORE, MD 21270

"LEASE NOT SUBJECT TO RECORDATION TAX"  
(INDEPENDENT CITY)

XXXXXXXXXXXXX CITY OF BALTIMORE

Mail to Phoenix Seasing Incorporated

265620

514 524

FINANCING STATEMENT-UCC-1

Ford Motor Credit Company 

This FINANCING STATEMENT is presented to a filing officer pursuant to the Uniform Commercial Code 3. Maturity Date (if any):

1. Debtor(s) (Last Name First) and Address(es) COVINGTON MAXWELL H, JR 3169 DAVIDSONVILLE RD DAVIDSONVILLE MD 21035	2. Secured Party(ies) and Address(es) FORD MOTOR CREDIT CO P.O. Box 637 MECHANICSVILLE VA 23111	3. For Filing Officer (Date, Time, Number and Filing Office) RECORD FEE 11.00 STATE OF MD 201 114432 JUL 15 87 CK
--	--	---

4. This financing statement covers the following types (or items) of collateral:

(One) 1987 - New - Used Self-Propelled  
 Buick Wagon Model 1037 - Serial # 516523  
 NOT SUBJECT TO REDEMPTION TAXES

Check  if covered:  Proceeds of Collateral  Products of Collateral covered Number of additional sheets presented: \_\_\_\_\_

Filed with: \_\_\_\_\_

This instrument prepared by: \_\_\_\_\_

By: <u>Maxwell H Covington</u> MAXWELL Signature(s) of Debtor(s)	By: <u>J Paul Mullins</u> J Paul Mullins Signature(s) of Secured Party(ies)
--	---

FMCC JUL 70 7098  
Previous editions may be used

11-00

FILING OFFICER COPY - ALPHABETICAL

Mail to Ford Motor Credit Co

FINANCING STATEMENT FORM UC 7-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Adam W. Mink and Barbara J. Mink  
MAILING ADDRESS: P. O. Box 5031, Annapolis, Md. 21403  
Address Residence Address: Annapolis City Marina, Annapolis, Md.

2. SECURED PARTY

Name First Commercial Corporation  
Address 303 Second St., Annapolis, Md. 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1987 Victory Tug by Lord Nelson, Hull ID#OEY370560387 with 1987 Cummins diesel engine, 150 hp, serial no. 44168157

ANCHORAGE: Annapolis, Md.

ASSIGNEE: Society for Savings  
1290 Silas Deane Hwy.  
Wethersfield, CT 06109

CHECK (X) THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Adam W. Mink  
(Signature of Debtor)

Adam W. Mink  
Type or Print Above Name on Above Line

Barbara J. Mink  
(Signature of Debtor)

Barbara J. Mink  
Type or Print Above Signature on Above Line

FIRST COMMERCIAL CORPORATION

Susan B. Cunningham  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

178.50

Anne Arnold  
6/23/87

Mail to First Commercial Corporation

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

268022 514 520  
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The P.J. King Companies, Inc.  
a/k/a International Leasing Co.  
Address 101 E. Fifth St., Ste. 2212, St. Paul, MN 55101

2. SECURED PARTY

Name The First National Bank of Minneapolis  
Address 120 South Sixth Street, Minneapolis, MN 55480

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See attached Exhibit A for a description of collateral.

Name and address of Assignor FEE 12.00  
RECORDING .50  
M-4323 CITY R01 115714  
JUL 15 87  
CK

CHECK  THE LINES WHICH APPLY

- 6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Barry J. Schwartz  
(Signature of Debtor)  
The P.J. King Companies, Inc.  
a/k/a International Leasing Co.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
\_\_\_\_\_  
Type or Print Above Signature on Above Line

1750

George M. Street, A/P  
(Signature of Secured Party)

The First National Bank of Minneapolis  
Type or Print Above Signature on Above Line

EXHIBIT A

Savin Credit #22

514-597

Debtor: The P.J. King Companies, Inc.

Secured Party: The First National Bank of Minneapolis

The following Equipment and all repairs, improvements and accessions thereto and substitutions therefore at any time made or acquired and all accounts, chattel paper (including customer leases and rental agreements described in column (4) and all rents and rental payments with regard to such Equipment and proceeds of the foregoing (including the proceeds of any insurance covering said Equipment).

(1) <u>Qty.</u>	(2) <u>Equipment</u>	(3) <u>Serial Number</u>	(4) <u>Customer Lease Covering Equipment</u> <u>Lessee</u>	<u>Location</u>	<u>COUNTY</u>
(15)	7015	SN-6860403415 SN-6860604442 SN-6860604455 SN-6860403417 SN-6860604454 SN-6860604440 SN-6860303002 SN-6860303001 SN-6860303000 SN-6860302987  SN-6860604441 SN-6860403416 SN-6860403384 SN-6860504035 SN-6860604439	Sovran Bank 6495 New Hampshire Ave. Hyattsville, MD 20783	Prince George	
(1)	Savin V 35	886 050 4900	Winchester Homes, Inc. 1321 Western Avenue Baltimore, MD 21230	Independent City	
(1)	Savin 7020	757 035 9470	Empire Corporation 7310 Ritchie Highway Glen Burnie, MD 21061	Anne Arundel	

Mail to The First National Bank of Minneapolis

258023

BOOK 514 PAGE 528

IF CHECKED AT LEFT, THIS DOCUMENT IS TO BE RECORDED IN THE LAND RECORDS.  
(TO BE CHECKED ONLY IF COLLATERAL IS GOODS WHICH ARE OR ARE TO BECOME FIXTURES.)

FINANCING STATEMENT Secured Party: AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC.

ADDRESS: 9418 ANNAPOLIS RD  
CITY & STATE: LANHAM, MD. 20706

FILING OFFICER NOTICE:  
PLEASE MAIL ACKNOWLEDGMENT COPY TO SECURED PARTY WHOSE ADDRESS IS SHOWN TO THE LEFT.

DEBTOR(S) (AND ADDRESSES)		DATE OF THIS FINANCING STATEMENT	
EUGENIA GLASS		06-25-87	
1 SEVERN CT		ACCOUNT NO.	TAB
ANNAPOLIS MD 21401		917408422	8821

Filed with: ARNE ARUNDEL

This Financing Statement covers the following types (or items) of property: Proceeds and Products of the collateral are also covered.  
(a) If described, Motor Vehicles as follows:

YEAR MODEL	MAKE	BODY TYPE	MODEL NO. OR LETTER	SERIAL NUMBER	MOTOR NUMBER	NUMBER CYL.

Together with all Tires, Batteries, Radios, Heaters and Accessories now or hereafter affixed thereto;

(b)  If checked at left, all household goods, furniture and appliances owned by Debtor at the time of the loan secured hereby, and located about the premises at the Debtor's residence (unless otherwise stated) or at any other location to which the goods may be moved.

(c) Other (describe)

TV, STEREO EQUIP, PIANO, JEWELRY, LAMP, FILING CABINETS  
EXCEL EQUIP, CAM LENSES, BINOC, ART, ANTI

RECORDING FEE 11.00  
PROPERTY TAX 21.00  
STAMPAGE .50  
TOTAL 32.50  
JUL 15 1987  
CK

UNDERLYING TRANSACTION  IS  IS NOT  IS PARTIALLY SUBJECT TO RECORDATION TAX IMPOSED BY ARTICLE 81, SECTION 277 AND 278 ANNOTATED CODE OF MARYLAND, 1962 SUPPLEMENT AS AMENDED.  
FOR THE PURPOSE OF COMPUTING RECORDATION TAX THE PRINCIPAL AMOUNT OF THE DEBT INITIALLY INCURRED IS \$ 2548.89

BY: Matthew J. Frank TITLE:    
AVCO FINANCIAL SERVICES OF GLEN BURNIE, INC. (SECURED PARTY)  
Eugenia Glass DEBTOR

ORIGINAL - FILING OFFICER COPY  
19-1209 (REV. 11-80)

1525.50

Mail to Avco Financial Services of Glen Burnie, Inc.

ANNAPOLIS FEDERAL SAVINGS BANK  
ANNAPOLIS, MARYLAND

514 529

FINANCING STATEMENT

208621

DATE: June 24, 1987

(XX) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_

NAME OF DEBTOR (S): Graham Landscape Architecture

ADDRESS: 229 Prince George Street  
Annapolis, Maryland 21401

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS BANK  
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. BOX 751  
ANNAPOLIS, MARYLAND 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Computer: IBM Model 30 Flash 20 Serial Number: 1148264  
Monochrome Monitor Serial Number: 0008450  
IBM Pro Printer Serial Number: P0018639

RECORDED FEE 11.00  
SEARCHED .50  
INDEXED .50  
SERIALIZED .50  
JUL 15 1987  
OK

DEBTOR(S):  
Graham Landscape Architecture  
(Company Name)

SECURED PARTY:  
ANNAPOLIS FEDERAL SAVINGS BANK

BY: *James P. Graham*  
James P. Graham

BY: \_\_\_\_\_  
(Authorized Signature)

BY: \_\_\_\_\_

Robert E. Mann, Commercial Loan Officer  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

Mail to Annapolis Federal Savings Bank

1150



CAPITOL TITLE INSURANCE AGENCY, INC.  
 2101 Defense Highway, Suite 1  
 Crofton, Maryland 21114  
 (301) 261-6201/721-3340

087-03-1054F  
 514 500

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT,  
 AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

RECORD FEE 10.00  
 POSTAGE .50  
 #36532 0237 602 109:57  
 MAR 16 87

(check if applicable) To Be Recorded in the Land Records at SDAT

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 60858058 recorded in Liber 2799, Folio 2364 on 3/26/86 at SDAT

1 DEBTOR(S) CROFTAC, INC.  
 ADDRESS(ES) 5209 Cottonwood Drive  
Lothian, Maryland 20711

2. SECURED PARTY: MARYLAND NATIONAL BANK, ATTENTION: Dennis M. Miller  
 ADDRESS: MAILSTOP: 020501; Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):  
 \_\_\_\_\_

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3.  CONTINUATION. The original Financing Statement referred to above is still effective.

4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6.  AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:  
 a.  Not subject to Recordation Tax.  
 b.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. \_\_\_\_\_

DEBTOR(S): \_\_\_\_\_  
(Type name, address, city or town or a representative)

BY \_\_\_\_\_ (SEAL)

BY \_\_\_\_\_ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank

BY Dennis M. Miller (SEAL)

Dennis M. Miller, Asst. Vice President

(Type Name and Title)

To the Clerk. After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

Mail to \_\_\_\_\_

**To the Clerk**

Do not record this page. The information on this page is for the Secured Party's internal use only.

**Instructions****1. Statements of Amendment to Auto Collateral**

When filing a statement of amendment to auto collateral, use the standard descriptions below provided by the following language. The original Financing Statement is amended to cover the following additional property of Debtor as collateral. Also, when filing a statement of amendment to add collateral, check the appropriate box under item b, to indicate whether the statement of amendment is subject to recording tax. Statements of amendment to perfect a security interest in additional collateral are not subject to recording tax if one of the standard exceptions from tax is available, with certain exceptions. No instrument subject to recording tax may be recorded until the tax has been paid.

When the space on this form at number 8 will not accommodate the property descriptions to be typed, these property descriptions can be continued on typed sheets or a Schedule A to the statement of amendment.

Note the suggestions below for when collateral is being assigned various casualties (paragraph 3) or when state law would consider the collateral to be a fixture to realty (paragraph 4).

**2. Standard Descriptions of Property**

**Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

**Contract Rights.** All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

**Accounts.** All of the accounts of each Debtor, including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents both now owned and hereafter acquired, together with all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

**General Intangibles.** All of the general intangibles of each Debtor including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

**Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper, and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

**All Equipment.** All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

**Specific Equipment.** All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

**Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

**3. Insurance on Collateral**

Where appropriate, add to the above descriptions the following language concerning proceeds of insurance policies on collateral:

"including, without limitation, all proceeds of any insurance policies covering all or any part of such property."

**4. Where Collateral May Be A Fixture**

Where the collateral may be considered a fixture to the realty on which it is placed, include the following language and make the appropriate filing:

"All of a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (this blank to be completed if the Debtor does not have an interest of record in the real estate.)"

Mail to Capital Title Insurance Agency, Inc.

CAPITOL TITLE INSURANCE AGENCY, INC.

2101 Defense Highway, Suite 1

Crofton, Maryland 21114

(301) 261-6201 / (721) 3340

287-03-105LF

511-532

RECORD FEE 10.00  
POSTAGE .50  
#36533 6237 R02 105:59  
JUL 16 87

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT,  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at Anne Arundel County

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 261151 recorded in Liber 496 Folio 452 on 4/4/86 at Anne Arundel County.

1 DEBTOR(S) CROFTAC, INC.  
ADDRESS(ES) 5209 Cottonwood Drive  
Lothian, Maryland 20711

2 SECURED PARTY, MARYLAND NATIONAL BANK, ATTENTION: Dennis M. Miller  
ADDRESS MAILSTOP 020501; Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

3  CONTINUATION. The original Financing Statement referred to above is still effective.

4  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6  AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:

a.  Not subject to Recordation Tax.

b.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

7  RELEASE (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8  
BEING KNOWN AND DESIGNATED as Lot No. 9A as shown on the Plat entitled, "Plat 1 Amendment to Plats 2 and 3, Sect. 1 LOTHIAN WOODS, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 76 Folio 28

DEBTOR(S) \_\_\_\_\_  
(Signatures necessary only, if Item 6 is applicable)

BY \_\_\_\_\_ (SEAL)

BY \_\_\_\_\_ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer

SECURED PARTY, Maryland National Bank  
BY Dennis M. Miller (SEAL)

Dennis M. Miller, Asst. Vice President  
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

**To the User:**

Do not record this page. The information on this side is for the Secured Party's internal use only.

**Instructions:****1. Statement of Amendment to Asset Coverage:**

When filing a statement of amendment to add collateral, use the standardized descriptions below, provided by the following language. The original Financing Statement is amended to cover the following additional property of Debtor as collateral. Also, when filing a statement of amendment to add collateral, check the appropriate box under Item 4. To indicate whether the statement of amendment is subject to recording tax, State notes of amendment to perfect a security interest in additional collateral are not subject to recording tax if one of the standard exceptions from tax is available, with certain exceptions. No instrument subject to recording tax may be recorded until the tax has been paid.

When the space on this sheet is insufficient, you may accommodate the property descriptions to be typed, the property descriptions can be continued on typed sheets such as Schedule A to the statement of amendment.

Note the suggestions below for when collateral is interest against various casualties (1-paragraph 3) or when claim law would consider the collateral to be a fixture to realty (2-paragraph 4).

**2. Standard Descriptions of Property:**

**"Inventory:** All of the inventory of each Debtor, both now owned and hereafter acquired, in as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

**"Contract Rights:** All of the contract rights of each Debtor, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof."

**"Accounts:** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and obligations) both now owned and hereafter acquired, together with all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repudiated goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

**"General Intangibles:** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

**"Chattel Paper:** All of the chattel paper of each Debtor, both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repudiated goods, the sale or lease of which shall have given or shall give rise to chattel paper, and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof."

**"All Equipment:** All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof."

**"Specific Equipment:** All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof."

**"Other:** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof."

**3. Insurance on Collateral:**

When appropriate, add to the above descriptions the following language concerning proceeds of insurance policies on collateral:

"including, without limitation, all proceeds of any insurance policies covering all or any part of such property."

**4. Where Collateral May Be A Fixture:**

Where the collateral may be considered a fixture to the realty on which it is placed, include the following language and make the appropriate filing:

"All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (this blank to be completed if the Debtor does not have an interest of record in the real estate.)"

Mail to Capital Title Insurance Agency DC.

# Butler Leasing Company

## FINANCING STATEMENT (FORM UCC-1)

268625 500 514 531

Identifying File No. \_\_\_\_\_

Not Subject to Recording Tax (Agreement with Nominal Purchase Option)

### LESSEE (DEBTOR):

ODENTON OFFICE SUPPLIES, INC.  
P. O. Box 580  
Odenton, Md. 21113

RECORD FEE 11.00  
STAMP .50  
RECORDED OCT 10 11 04 29  
JUL 6 87  
CK

### LESSOR (SECURED PARTY):

BUTLER LEASING COMPANY  
9861 Broken Land Parkway, Suite 210  
Columbia, Maryland 21046

### ASSIGNEE OF LESSOR:

EQUITABLE BANK, N.A.  
100 South Charles Street  
Baltimore, MD 21201

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY  
( ) If checked, see Equipment Schedule attached hereto and made a part hereof.

- 1 TELCOA INTER-TEL 1232 Telephone System as follows:
- |                                   |                                 |
|-----------------------------------|---------------------------------|
| 1 Key Service Unit                | 1 A.C. Line Surge Protector     |
| 1 Conference Card                 | 4 C.O. Line Cards/2 per card    |
| 4 Station Cards/4 per card        | 14 Phoenix 24 Button Telephones |
| 1 Full System Battery Backup Unit |                                 |

Equipment located: 8224 Telegraph Road, Odenton, MD 21113

PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES AND PROCEEDS OF COLLATERAL  
(including Insurance Proceeds) ARE COVERED HEREUNDER

### LESSEE (DEBTOR):

ODENTON OFFICE SUPPLIES, INC.

BY: Donna Salisbury  
DONNA SALISBURY PRES.  
PRINT NAME & TITLE

### LESSOR (SECURED PARTY):

BUTLER LEASING COMPANY

BY: Deborah Scherr  
DEBORAH SCHERR, CREDIT MANAGER

TO THE FILING OFFICER: After this statement has been recorded please return to:

mail to BUTLER LEASING COMPANY  
P. O. Box 609  
Columbia, MD 21045-0609



208000  
BOOK 514 PAGE 535  
FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records.
- 2.  To Be Recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$50,000. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to State of MD.

5. Debtor(s) Name(s)  
Linda Oaks, M.D., P.A.

Address(es)  
1414 Crain Highway Unit 3A  
Glen Burnie, MD 21061

6. Secured Party  
Provident Bank of Maryland  
Attention: Dennis Krugman  
Type name & title

Address  
114 E. Lexington Street  
Baltimore, MD 21202

RECORDATION FEE 11.00  
RECORDATION TAX 350.00  
TOTAL 361.00  
JUL 16 1997  
CK

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory*. All of the inventory of each Debtor, wherever located, both now owned and hereafter acquired, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual and contract rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. *All Equipment and Fixtures*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. *Proceeds*. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is(are) \_\_\_\_\_

Debtor(s): \_\_\_\_\_  
Linda Oaks, M.D., P.A.  
\_\_\_\_\_  
(Seal) By: Linda Oaks M.D. P.A. (Seal)  
Linda Oaks, M.D., P.A.  
\_\_\_\_\_  
(Seal) Type name and title

Mr. Clerk: Please return to Provident Bank of Maryland to the officer and at the address set forth in paragraph 6 above.

Mail to Provident Bank of Maryland

350 50

208627

514 500

FINANCING STATEMENT

File No.

This Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code. RETURN TO SECURED PARTY

<p>1. DEBTOR(S) and Address(es)</p> <p>Brighton's The Fireplace and Patio Showroom Loehman's Plaza 556A Governor Ritchie Highway Severna Park, Maryland 21146</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND 210 Guilford Avenue Baltimore, Maryland 21202 Attn.: Commercial Finance Division Daniel S. Tritsch, T0503</p>
---	---

3. This Financing Statement covers the following types (or items) of property ("Collateral"): All of the property described in subparagraphs A through C below unless one or more boxes are marked; if one or more boxes are marked, "Collateral" includes only the property described next to the box or boxes marked.

A. All of Debtor's present and future accounts, contract rights, receivables, instruments, documents, chattel paper and general intangibles, all rights to the payment of money due or to become due to Debtor for any reason whatsoever, and all right and interest of Debtor in and to all goods returned or repossessed or stopped in transit, the sale, lease or other provision of which gave rise to an account and all books, records and data processing materials in any form (including tapes, discs and the like) documenting, describing or in any way relating to any or all of the foregoing.

B. All of Debtor's present and after-acquired inventory, including raw materials, work in process, finished goods, goods returned or repossessed, goods held for demonstration, marketing or similar purposes and all materials and supplies either held by Debtor for sale, lease or other provision to customers of Debtor or used, useable or consumed in the course of Debtor's business, all property and devices in or on which any of the foregoing is stored or maintained, whether in the possession and control of Debtor or of a third party for the account of Debtor and all books, records and data processing materials in any form (including tapes, discs and the like) documenting, describing or in any way relating to any or all of the foregoing.

C. Other:

4. Proceeds (including insurance proceeds) and products of Collateral are also covered hereunder.

5. This transaction (is) ~~(is not)~~ exempt from the recordation tax. (Md.) Principal amount of debt initially incurred is: \$ N/A

RECORD FEE 11.00  
1361 CITY BAL 110\*02  
JUL 16 87  
CK

DEBTOR:  
Brighton's  
The Fireplace and Patio Showroom  
(Type Name)

SECURED PARTY:  
By: [Signature]

By: [Signature]  
Philip T. Mercer, President  
(Type or print name and title)

Robert C. Prietz, Assistant Vice President  
(Type or print name and title)  
6/29/87  
(Date signed by Debtor)

INSTRUCTIONS: Sign in ink. Type or print other information in ink. Margins are for use of Filing Officer only.

11500

Mail to Signet Bank/Maryland

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

EVANS, JOHN D. & SUSAN A.  
1023 DELF DR.  
MC LEAN, VA.

69-024-7748-7

2. Secured Party(ies) and address(es)

MIDLANTIC NATIONAL BANK  
2 BROAD ST.  
BLOOMFIELD, NJ 07003

For Filing Officer (Date, Time and Filing Office):

RECORD FEE 10.00  
POSTAGE .50  
JUL 18 1987  
CK

4. This statement refers to original Financing Statement bearing File No. LIBER 462 PG. 112

Filed with ANNE ARUNDEL Date Filed 5/23/83 1983

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

No. of additional Sheets presented:

MIDLANTIC NATIONAL BANK

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature] AVP  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Mail to Midlantic National Bank

208600

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) CRAZY HORSE ENTERPRISES 8201 RITCHIE HIGHWAY PASADENA MD. 21122	2. Secured Party(ies) and address(es) FIRST EASTERN LEASING CORP. 30 E. PADONIA RD. TIMONIUM, MD. 21093	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 82-365 CTX 001 110408 JUL 26 87 CK
---	--	---

4. This statement refers to original Financing Statement bearing File No. LIBER489 PAGE 59  
Filed with A.A. CO. CLERK OF CIRCUIT Filed CT. AUG 28 19 85

5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.  
6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.  
7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.  
8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.  
9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. 1 - GESTETNER COPIER, MODEL 2112 SERIAL # 70J3117

No. of additional Sheets presented: \_\_\_\_\_

\_\_\_\_\_  
FIRST EASTERN LEASING CORP/GINNY BERRY

By: Ginny Berry  
Signature(s) of Secured Party(ies)

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

(1) Filing Officer Copy - Alphabetical -

STANDARD FORM - FORM UCC-3

Mail to First Eastern Leasing Corp.

Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 251418 recorded in Liber 472 Folio 12 on March 28, 1984 (date)

1 DEBTOR(S)  
 Name(s) Karl Pick, D.D.S., P.A.  
 Address(es) 7935 Crane Highway  
 Glen Burnie, Maryland 21061

2 SECURED PARTY  
 Name Equitable Bank, National Association  
 Address 100 S. Charles Street  
 Baltimore, Maryland 21201

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby (Check only one Box)

3 [ ] CONTINUATION. The original Financing Statement referred to above is still effective.

4 [X] TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5 [ ] ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.

6 [ ] AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7 [ ] RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8

RECORD FEE 10.00  
 STAMP FEE .50  
 APR 07 4 00 PM '84  
 JUL 15 87

9 DEBTOR:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

SECURED PARTY:  
 EQUITABLE BANK, National Association  
 By \_\_\_\_\_  
 Corporate Banking Officer  
 (Type Name and Title)

10.50

Mail to Equitable Bank, National Association



STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 514-580  
268630

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 6-29-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Michael Joseph Fink  
Address 1000 Sunbeam Rd, P.O. Box 489, Glen Burnie, MD, 21051

2. SECURED PARTY

Name W.J. Richardson & Sons, Inc.  
Address 6400 Windsor Mill Rd.  
Baltimore, MD, 21207

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

Kubota V-7200T 4wd 3cyl. 17 Hp. 63745  
RC60-72 MOWER # 21236

Name and address of Assignee

KCCF 54900-311620

RECORD FEE 11.00  
124376 CTT 801 J19#19  
JUL 16 87  
CR

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

*Michael J. Fink*  
(Signature of Debtor)

Michael Joseph Fink  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*W.J. Richardson, Pres.*  
(Signature of Secured Party)

William W. Richardson  
Type or Print Above Signature on Above Line

Mail to W.J. Richardson & Sons, Inc.

11-



514 541

208631

This FINANCING STATEMENT is presented to a Filing Office in this jurisdiction in compliance with the Uniform Commercial Code.

1 Debtor(s) Last Name, First and Address(es)  
ROSE M. CORNELL  
1 WAYSON'S TRAILER COURT  
LOTHIAN, MD 20711

2 No. of Additional Sheets Presented

3  The Debtor is a transacting entity

4 For Filing Office: Date, Time, No. Filing Office

5 This Financing Statement covers the following (check one):  
 Real Estate  
 Personal Property  
 1988 SUN WOOD 44 X 24 SKYLINE 3111-0185-ABX  
 To include all furniture, fixtures, appliances and appurtenances therein and thereto, including but not limited to these items specified in the manufacturers invoice and/or purchase agreement and/or retail security agreement.

6 Assignee(s) of Secured Party and Address(es)  
Crescent Financial, Inc.  
1623 Forest Drive Suite 201  
Anapolis, MD 21401

7  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or materials of the like (including oil and gas) is on \*  
 \*This applies to a State in Item 8

8 Jurisdiction: Real Estate here:  This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

10 This statement is filed without the Debtor's signature to perfect a security interest in collateral (check appropriate box):  
 which is proceeds of the original collateral described above or which a security interest was perfected in  
 acquired after a change of name, identity or corporate structure of the Debtor or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction  
 when the collateral was brought into this State or  when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s) or  
 Lessee(s) and Lessor(s)

ROSE M. CORNELL  
By *Rose M. Cornell*  
Signature(s) of Debtor(s)

Crescent Financial, Inc.  
By *Gladys Brown*  
Signature(s) of Secured Party(ies)  
(Required only if Item 10 is checked)

FILED BY FILING OFFICER COPY-NUMERICAL  
STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

(3-83) 1/30

Mail to Crescent Financial, Inc.

514-542

FINANCING STATEMENT

208632

1. Name(s) of Debtor: Colonial Village Company  
 Address(es): 514 North Crain Highway  
 Glen Burnie, Maryland 21061

2. Name of Secured Party: MARYLAND NATIONAL BANK  
 Address: Real Estate Department  
 10 Light Street  
 Baltimore, Maryland 21202

RECORD FEE 18.00  
 MORTGAGE .50  
 208632 0777 001 110458  
 JUL 16 87  
 CK

3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Indemnity Deed of Trust dated as of July 10, 1987 from Debtor to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Baltimore County, Maryland and Baltimore City, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof (the Property").

(b) The interest of Debtor in any and all judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (i) any taking of the Property or any part thereof under the power of eminent domain, either temporarily or permanently, (ii) any change or alteration of the grade of any street, and (iii) any other injury or damage to, or decrease in value of, the Property or any part thereof.

(c) The interest of Debtor in any and all payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Property or any portion thereof.

(d) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a

18.50



court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(e) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

- 4. Proceeds and products of all collateral are covered.
- 5. The record owner of the real property described in the Deed of Trust is the Debtor.

Debtor:

COLONIAL VILLAGE COMPANY

By Joel D. Fedder  
Joel D. Fedder,  
General Partner

Secured Party:

MARYLAND NATIONAL BANK

By Margaret T. Everett  
Margaret T. Everett,  
Vice President

Mr. Clerk: Return to Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202  
ATTN: Mary P. Gorman

PLEASE RECORD AS FOLLOWS:

- 1. IN THE FINANCING STATEMENT RECORDS AND LAND RECORDS OF BALTIMORE COUNTY
- 2. IN THE FINANCING STATEMENT RECORDS AND LAND RECORDS OF BALTIMORE CITY
- 3. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY
- 4. WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

## PROPERTY DESCRIPTION

Attached to and made a part of the Indemnity Deed of Trust from Joel D. Fedder, Borrower, and Colonial Village Company Guarantor, to Lawrence J. Grady and Stephen F. Beckenholdt, Trustees securing MARYLAND NATIONAL BANK.

The following described parcel of ground lies partly in Baltimore County and also partly in Baltimore City:

BEGINNING for the same at the intersection of the southwest side of Reisterstown Road 66 feet wide with the western boundary line of Baltimore City as established in 1918, and running thence binding on said southwest side of Reisterstown Road south 47 degrees 28 minutes 30 seconds east 104.97 feet to the north corner of the lot of ground which by Deed dated October 2, 1951, and recorded among the Land Records of Baltimore City in Liber MLP No. 8585, folio 310, was conveyed by the Grantors therein to the Texas Company, thence southwesterly binding on the northwest side of the Texas Company lot south 42 degrees 31 minutes 30 seconds west 100 feet, to a stake thence south 47 degrees 28 minutes 30 seconds east 125 feet, thence south 42 degrees 27 minutes west 447.49 feet to a point in an outline of the development known as "Colonial Village", thence binding on the outlines of "Colonial Village" north 11 degrees 14 minutes 50 seconds west 694.81 feet to the south corner of the lot of ground which by indenture dated April 26, 1950 and recorded among the Land Records of Baltimore County in Liber TBS No. 1831, folio 482 was demised and leased by the Suburban Shopping, Inc., to The Gulf Oil Corporation, thence northwesterly binding on the southeast side of The Gulf Oil Corporation's lot north 42 degrees 31 minutes 30 seconds east 136.86 feet to the southwest side of Reisterstown Road, thence binding on the said side of said Road south 47 degrees 28 minutes 30 seconds east 329.80 feet to the place of beginning. Containing 4.1 acres of land, more or less.

For Fee Simple Title of the Guarantor Herein See the following Conveyances:

- 1) Deed dated December 28, 1983 and recorded among the Land Records of Baltimore County in Liber EHK JR. No. 6645, folio 689, and also recorded among the Land Records of Baltimore City in Liber SEB No. 218, folio 117, from the Dora Real Estate Corporation unto Colonial Village Company, a Maryland General Partnership, and
- 2) Confirmatory Deed dated December 28, 1983 and recorded among the Land Records of Baltimore County in Liber EHK JR. No. 6645, folio 685, from Joel D. Fedder, et al, Surviving Directors and Trustees of Colonial Village Center, Inc., to Colonial Village Company, a Maryland General Partnership.

The hereinbefore described perimeter tract of land consists of the following previously described two separate parcels of land:

- a) The "First Parcel" or "Renovation Parcel" as more particularly described in the aforementioned Deed dated December 28, 1983 and recorded among the Land Records of Baltimore County in Liber EHK JR. No. 6645, folio 689 and also among the Land Records of Baltimore City in Liber SEB No. 218, folio 117.
- b) "The Second Parcel", as more particularly described in the aforementioned Confirmatory Deed dated December 28, 1983 and recorded among the Land Records of Baltimore County in Liber EHK JR. No. 6645, folio 685.

CONTINUED

514 545

Said property is subject to the legal operation and effect of the following three (3) Mortgages:

1) First Deed of Trust dated December 1, 1977 and recorded among the Land Records of Baltimore County in Liber EHK JR. No. 5831, folio 368, from Colonial Village Center Inc. to Jean F. Silber and Shale D. Stiller, Trustees securing Dora Real Estate Company, in the original principal amount of \$432,000.00.

2) Second Deed of Trust dated December 28, 1983 and recorded among the Land Records of Baltimore County in Liber EHK JR. No. 6645, folio 692, and also recorded among the Land Records of Baltimore City in Liber SEB No. 218, folio 120, from Colonial Village Center, Inc. which Deed of Trust secures a loan from Baltimore County, Maryland, in the principal amount of \$400,000.00, made with the proceeds of the Baltimore County Industrial Development Revenue Bond (Colonial Village Company Project), 1983 Series A.

3) Third Deed of Trust dated July 6, 1984 and recorded among the Land Records of Baltimore County in Liber EHK JR. No. 6743, folio 302, and also recorded among the Land Records of Baltimore City in Liber SEB No. 255, folio 743 from Colonial Village Company to Lawrence J. Grady, Jr. and Stephen F. Bechkenholdt, as Trustees for Maryland National Bank securing a loan from Baltimore County, Maryland, in the amount of \$1,200,000.00, made with the proceeds of Baltimore County Economic Development Revenue Bond (Colonial Village Company Project), 1984 Series B.

Mail to Maryland National Bank

FINANCING STATEMENT

511 548  
288633

- 1.  To be recorded in the Land Records
- 2.  To be recorded among the Financing Statement Records
- 3.  Not subject to Recordation Tax
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$225,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to:

ANNE ARUNDEL

5. Debtor(s) Name(s) Address(es)

The Fresh Corp., Inc. North Arundel Plaza  
Glen Burnie, Maryland 21061

6. Secured Party Address 1832 George Avenue  
First Federal Savings & Loan Association of Annapolis Annapolis, Maryland 21401  
Attention: C. Partridge - Loan Clerk  
(Type name & Title)

RECORD FEE 11.00  
RECORD TAX 1575.00  
POSTAGE .50  
RECEIVED CITIZEN TELL #01  
JUL 16 87  
CK

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

**A. Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

**B. Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods

**C. General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof

**D. Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

**E. All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

**F. Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

**G. Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors The Fresh Corp., Inc.

By: Rhonda Falcon (Seal) \_\_\_\_\_ (Seal)  
Rhonda Falcon, President

By: Dianna Falcon (Seal) \_\_\_\_\_ (Seal)  
Dianna Falcon, Vice President

Mr. Clerk: Please return to First Federal Savings & Loan Association of Annapolis to the officer and at the address set forth in paragraph 6 above.

11- 1575 .50



FIRST FEDERAL SAVINGS  
& Loan Association of Annapolis

514 547

SCHEDULE A

All furniture now owned or hereafter acquired, together with all additions, all replacements thereof and substitutions therefor and all cash and non-cash proceeds and products thereof.

Furniture, fixtures, and equipment together with a Security interest in a certain Class H Liquor License, No. \_\_\_\_\_, to the extent allowed by law.

Mail to *First Federal Savings & Loan Association of Annapolis*

MAIN OFFICE 2024 WEST STREET ANNAPOLIS, MARYLAND 21401  
ANNAPOLIS 266-6100 BALTIMORE 841-6700 WASHINGTON 201-8800

• OPERATIONS CENTER 1832 GEORGE AVENUE ANNAPOLIS, MARYLAND 21401  
• ANNAPOLIS 263-7771 BALTIMORE 269-1108 WASHINGTON 201-2493

514-548 10-5

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257878

RECORDED IN LIBER 488 FOLIO 191 ON August 12, 1985 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation  
Address 407 Crain Hwy, Ste.200B, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.  
Address 500 N. Calvert St., Balto., MD 21061 (300 E. Lombard St. Balto., MD 21201)

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  termination 02</p>
	<p>10.00 .50 JUL 16 87 AK</p>	

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Dated 4/20/87

[Signature]  
(Signature of Secured Party)

Type or Print Above Name on Above Line

AACO

10.50

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

Mail to Baltimore Federal Financial, F.S.A.



514 549

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 257359

RECORDED IN LIBER 486 FOLIO 564 ON July 19, 1985 (DATE)

1. DEBTOR

Name Trans-American Leasing Corporation  
Address 407 Crain Hwy, Ste.200B, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.  
Address 500 N. Calvert St., Balto., MD 21061 (300 E. Lombard St. Balto., MD 21201)

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p> <p style="text-align: right;">termination 01</p>
	<p>RECORD FEE 10.00 RELEASE .50 JUL 16 1985 CK</p>	

BALTIMORE FEDERAL FINANCIAL, F.S.A.

Dated 7/19/85

[Signature]  
(Signature of Secured Party)

Type or Print Above Name on Above Line

AACO

Mail to Baltimore Federal Financial, F.S.A.

10/50

514 550

208035

RECORD FEE 11.00  
MORTGAGE .50  
MAY 18 11 31  
JUL 15 81

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):  
1. Debtor(s) (Last Name First) and address(es) 2. Secured Party(ies) and address(es) For Filing Officer (Date, Time, Number, and Filing Office)

Cintronix, Inc.  
913 Commerce Road  
Annapolis, MD 21401

Sovran Bank/Maryland  
6610 Rockledge Drive  
Bethesda, MD 20817

4. This financing statement covers the following types (or items) of property:

All Accounts Receivable and Inventory now owned and hereafter acquired, wherever located, as more fully defined in attached Schedule A.

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Anne Arundel County

LORELEI F. DERIAN - PRES.

CINTRONIX, INC.

By:

*Lorelei F. Derian*  
Signature(s) of Debtor(s)

By:

SOVRAN BANK/MARYLAND  
*Catherine A. McQuitty, CAO*  
Signature(s) of Secured Party(ies)  
Catherine A. McQuitty, Commercial Account Officer

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

SCHEDULE A  
ATTACHMENT TO FINANCING STATEMENT

All of the Receivables, Payments, accounts, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the debtor; all other obligations or indebtedness owed to debtor from whatever source arising; all rights of debtor to receive any payment in money or kind; all Inventory, raw materials, goods held for sale, lease or on consignment, packaging materials; all proceeds and products of any of the foregoing in any form, including cash, insurance proceeds, negotiable instruments and other evidences of indebtedness, chattel paper, security agreements and other documents; all of the debtor's rights as an unpaid seller, including stoppage in transit, detinue and reclamation; all guarantees or other agreements or property securing or relating to any of the items referred to above, or acquired for the purpose of securing and enforcing any of such items; all books of account and documents related thereto; copyrights, trademarks, trade names, good will, trade secrets and patents now owned or hereafter acquired by the debtor; all customer lists and other documents containing the names, addresses and other information regarding the debtor's customers, subscribers or those to whom the debtor provides any services; computer tapes, programs, discs and other material or documents relating to the recording, billing or analyzing of any of the above, all computers, word processors, data processors, terminals, printers, switches, interfaces, work stations, sheet feeders, software, cables, discs, instructional material, connectors and all parts, accessories, additions, substitutions, options together with all property or equipment used in connection with any of the above or which are used to operate or cause to operate any features, special applications, format controls, options or software or any or all of the above-mentioned items.

Proceeds and products of all of the above are also covered by this Financing Statement as are any or all of the above now owned or hereafter acquired by the debtor.

The capitalized words used herein shall have the same meanings as set forth in the Loan and Security Agreement between the Secured Party and the debtor.

0761J

Mail to Dorran Bank / Maryland

514 552

208636

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es)  
Lambert, Allen Franklin  
Bell's Trailer Park  
1668 Shannon O Circle  
Severn, MD 21144

2 Secured Party(ies) and address(es)  
Eastern Homes  
8291 Washington Blvd.  
Jessup, MD 20794

3 Maturity date (if any)

For Filing Officer (Date, Time, Number and Filing Office)

RECORD FEE 11.00  
POSTAGE .50  
204416 CTTI B01 713705  
JUL 18 '97  
K

4 This financing statement covers the following type(s) of property

1985 Zimmer-Windsor 14x66 s/n ZWI701418395

Together with all appliances, equipment, accessories, parts and accessions thereon and thereto all substitutions, replacements or additions therefore, and all as more fully described in the Manufactured Home Retail Installment Sale Agreement between debtor and secured party.

5 Assignee(s) of Secured Party and Address(es)

All Valley Acceptance Co.  
P.O. Box 668  
Uniontown, PA 15401

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so) Filed with

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented

Allen Franklin Lambert

All Valley Acceptance Co.

By: Allen Franklin Lambert  
Signature(s) of Debtor(s)

By: [Signature]  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

Mail to Eastern Homes

514 553

208637

### FINANCING STATEMENT

File No

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code

<p>1. DEBTOR(S) (OR ASSIGNOR) and Address(es)</p> <p>CARDINAL INDUSTRIES, INC.        .333 South Hammonds Ferry Road        Glen Burnie, Maryland 21061</p> <p>2040 South Hamilton Road        Columbus, Ohio 43232</p>	<p>2. a. SECURED PARTY (OR ASSIGNEE) and Address</p> <p>EQUITABLE BANK, N.A.        100 South Charles Street        Baltimore, Maryland 21201</p>
	<p>2. b. ASSIGNEE OF SECURED PARTY (if any) and Address</p>

3. Debtor assigns to Secured Party and grants to Secured Party a security interest in the following property:

(a) All right, title and interest of Debtor in and to the property described on Schedule A and Schedule B attached hereto and made a part hereof.

RECORD FEE 13.00  
 POSTAGE .50  
 29147 0711 01 113:06  
 JUL 16 87  
 CK

(Cont'd)

- 4. Proceeds and products of collateral are covered hereunder.
- 5. Number of additional sheets, if any, attached hereto: 2
- 6. This transaction (is) (~~is not~~) exempt from the recordation tax  
 Principal amount of debt initially incurred is: N/A
- 7. RETURN TO: Weinberg and Green ( KGG )  
 100 South Charles Street, Baltimore, Maryland 21201

DEBTOR:  
CARDINAL INDUSTRIES, INC.  
(Type Name)

By: Joseph V. Collins  
 Joseph V. Collins  
 Vice-President/Mortgage Co.  
(Type Name and Title of Person Signing)

June 17, 1987, 19\_\_\_\_  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only.

13.50

511 - 554

SCHEDULE A

All of the Receivables, which for purposes of this Schedule A shall mean all accounts, contract rights, instruments, documents, chattel paper, general intangibles, retainages receivable, costs and estimated earnings in excess of billings on uncompleted contracts, and deposits with sureties on bonded contracts whether secured or unsecured, now owned or hereafter acquired by Debtor arising from the sale of the prefabricated home units identified by model type and serial number on the attached Schedule B manufactured in Debtor's Glen Burnie, Maryland plant (such specifically identified prefabricated home units being hereinafter referred to as the "Modules"); any check, draft, cash or any other remittance or credit in payment or on account of the Receivables; all of the Modules and all raw materials, work in process, finished goods, packaging materials, and other materials and supplies of every kind used or consumed in connection with the manufacture, production, packing, shipping, advertising or sale of the Modules, all proceeds and products from the sale or other disposition of the Modules, including all Modules returned, repossessed, or acquired by Debtor by way of substitution or replacement, and all additions and accessions thereto, and all documents and instruments covering the Modules, all of Debtor's rights as an unpaid seller of the Modules, including stoppage in transit, detinue and reclamation, and all of the above owned by Debtor or in which Debtor now has or in which Debtor may hereafter acquire an interest, whether in transit or in Debtor's constructive or actual possession or held by Debtor or others for Debtor's account (including any of the above held on consignment), including, without limitation, all of the above which may be located on Debtor's premises or upon the premises of any carriers, forwarding agents, truckers, warehousemen, vendors, selling agents, finishers, converters or other third parties who may have possession, temporary or otherwise, thereof; all guarantees, or other agreements or property securing or relating to any of the items referred to above, or acquired for the purpose of securing and enforcing any of such items; all customer lists and other documents containing the names, addresses and other information regarding Debtor's customers, subscribers or those to whom Debtor provides the Modules; all property and funds of Debtor (including deposit accounts of Debtor), both now owned and hereafter acquired, now or hereafter in Secured Party's possession; and all proceeds (cash and non-cash, including insurance proceeds), products, substitutions, renewals and replacements of all of the foregoing in any form whatsoever and all books, records and data processing materials in any form (including tapes, disks and the like) documenting, describing or in any way relating to any or all of the foregoing, whether in the possession of Debtor or any other person.

514 555

SCHEDULE B

Finished building unit components consisting of 117 units:

- (27) 1-bed - S/N 2234-2238, 2240-2242, 2305-2308, 2310-2313, 2315-2318, 2320-2323, 2325-2327
- (1) Reception/Office - S/N 2239
- (11) 1-bed sofa - S/N 2243-2253
- (3) Linen - S/N 2254, 2273, 2347
- (56) 2-bed - S/N 2255-2260, 2262-2266, 2268-2272, 2274-2281, 2283-2290, 2292-2296, 2298-2303, 2329-2331, 2333-2335, 2337, 2338, 2340, 2341, 2343, 2344, 2346
- (12) 1-bed sofa efficiency - S/N 2261, 2314, 2319, 2324, 2328, 2332, 2336, 2339, 2342, 2345, 2348, 2349
- (1) Conference Room - S/N 2267
- (1) Laundry - S/N 2282
- (1) Folding - S/N 2291
- (3) 2-bed barrier-free - S/N 2297, 2304, 2309
- (1) Manager's 2-bedroom apartment - S/N 2350

A unit consists of from one to three 12' x 24' prefabricated building unit modules.

Mail to Equitable Bank, N.A.

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. #4940 514 FILE 558

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name American Fidelity Mortgage Corporation  
Address P. O. Box 936, 790 Ritchie Highway, Severna Park, MD. 21146

2. SECURED PARTY

Name National Surety Leasing, INC.  
Address 672 Greenbriar Lane, Annapolis, MD. 21041

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Two (2) IBM PC-AT Computers  
Serial Numbers  
7251580 and 7271855

Name and address of Assignee  
JUL 16 87  
C/E

CONDITIONAL SALES CONTRACT

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)  
American Fidelity Mortgage Corporation  
(Signature of Debtor)

Vincent A. Ambrosetti/President  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL SURETY LEASING, INC.

Carole R. Hardesty  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

Mail to National Surety Leasing, Inc.

514 557

203000

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
don't tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded  
to land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name John W. Ritter Trucking, Inc.  
Address 8319 Md. Rt. 3, Box 2404 Millersville, MD 21108

2. SECURED PARTY

Name Beltway International Trucks, Inc.  
Address 1800 Sulphur Spring Road Baltimore, MD 21227  
Credit Alliance Corporation P.O. Box 1680 Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in  
attached entire Agreement &/or in any Schedule prepared in  
connection therewith. This UCC form together with the attached  
Security Agreement &/or Schedule are being submitted for filing  
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:  
Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John W. Ritter Trucking, Inc.

See attached for original signature  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation

[Signature]  
(Signature of Secured Party)

LARRY F. KIMMEL ASST. V.P.

\_\_\_\_\_  
Type or Print Above Signature on Above Line

RECORD FEE 17.00  
SEARCH FEE .50  
TOTAL 17.50  
JUL 16 87  
CK

17.50

CONDITIONAL SALE CONTRACT NOTE

TO: Beltway International Trucks, Inc. FROM: John W. Ritter Trucking, Inc.
1800 Sulphur Spring Road Baltimore, MD 21227 8319 Md. Rt. 3, Box 2404 Millersville, MD 21108

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of Property Purchased and Financial Details. Includes items like 'One (1) New 1987 Navistar Conventional Tractor Model 8300, S/N 1HSJYG2R8JH511046' and financial rows for 'TIME SALES PRICE', 'Less DOWN PAYMENT IN CASH', 'Less DOWN PAYMENT IN GOODS', and 'CONTRACT PRICE (Time Balance)'.

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Sixty seven thousand eight hundred seventy two and 00/100 Dollars (\$ 67,872.00)

Being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 24th day of July, 19 87, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 1,414.00 and the final installment being in the amount of \$ 1,414.00

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: June 24, 19 87
Accepted Beltway International Trucks, Inc. (SEAL) John W. Ritter Trucking, Inc. (SEAL)
By: James J. Swell S/T By: [Signature] Co-Buyer-Maker: (SEAL)

This instrument prepared by \_\_\_\_\_

**TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)**

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTORS-ENDORSERS SIGN HERE:**

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_ (L.S.) \_\_\_\_\_ (L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)  
 \_\_\_\_\_ (L.S.) \_\_\_\_\_ (L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller, Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: \_\_\_\_\_ 19 \_\_\_\_\_ (SEAL) }  
 \_\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) } Signature  
 \_\_\_\_\_ (Witness) By: \_\_\_\_\_ } of  
 \_\_\_\_\_ (Signature: Title of Officer, "Partner" or "Proprietor") } Seller

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated June 24, 1967 between Beltway International Trucks, Inc. as Seller-Lessor-Mortgagee and John W. Ritter Trucking, Inc. 8319 Md. Rt. 3, Box 2404 Millersville, MD 21108 as Buyer-Lessee-Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract. We have good title thereto and to the Property and good right to sell, lease and transfer the same, it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business, it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage, no representations, warranties or inducements not contained in the contract have been made, any lien it reserves a valid, free and clear title to or creates a first security interest and/or first lien upon the Property, it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed, all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract, it is and will be enforceable against all parties thereto in accordance with its terms, we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper, it has been properly and timely filed or recorded, the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto, and there is still unpaid and owing thereon the sum total of the unexpired installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property, that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received, and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereto is \$ 67,872.00 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 24th day of June 19 87

Beltway International Trucks, Inc. (Name)  
By: [Signature] (Address)

If corporation, print or type exact corporate name, have authorized officer sign, state title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.

Mail to Credit Alliance Corporation

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 514 FILE 561

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 208610

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Matthews Construction Company, Inc.  
Address 651 Queenstown Road, Severn, MD 21144

2. SECURED PARTY

Name DiMarzo & Dellinger Truck Sales, Inc.  
Address 1312 Ritchie Road, Capitol Heights, MD 20743

Deutsche Credit Corporation, 4 Greentree Centre-Suite 204, Marlton, NJ 08053  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- (1) 1987 Diamond Reo Giant S/N 1D9AC6181H1009098 with 14' Summit aluminum dump body S/N 31687-6550

Name and address of Assignee  
Deutsche Credit Corporation  
4 Greentree Center, Suite #204  
Marlton, NJ 08053

NOT SUBJECT TO RECORDATION TAX

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Winson Matthews  
(Signature of Debtor)

Winson Matthews  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

Gary Dellinger  
(Signature of Secured Party)

Gary Dellinger  
Type or Print Above Signature on Above Line

11  
Deutsche Credit Corporation

514 562

209641

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  
ACA JOE, Inc.  
915 Front Street  
San Francisco, CA 94111  
plus additional debtors shown  
on attached schedule

2. Secured Party(ies) and address(es)  
MANUFACTURERS HANOVER  
TRUST COMPANY  
270 Park Avenue, 39th Floor  
New York, N.Y. 10017  
Legal Department

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00  
MORTGAGE .50  
124450 0711 AM 11:31 P  
JUL 15 87  
CR

4. This financing statement covers the following types (or items) of property:

See attached schedule which is incorporated by reference

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: Anne Arundel County Clerk of Circuit Ct., MD

ACA JOE, Inc.  
By: *[Signature]*  
Signature(s) of Debtor(s)

MANUFACTURERS HANOVER TRUST COMPANY  
By: *[Signature]*  
Signature(s) of Secured Party(ies)

Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.  
11 50

SCHEDULE TO FINANCING STATEMENT

DEBTORS: ACA JOE, Inc.  
ACA JOE International, Inc.  
ACA JOE Outlets, Inc.  
ACA JOE Retail, Inc.  
ACA JOE Eastern, Ltd.  
ACA JOE Intercon, Ltd.

Address for Debtors:

915 Front Street  
San Francisco, CA 94111

SECURED PARTY: MANUFACTURERS HANOVER TRUST COMPANY  
270 Park Avenue - 39th Floor  
New York, N.Y. 10017 Attn: Legal Dept.

This financing statement covers the following types of property:

1. All present and future accounts, accounts receivable, contract rights, general intangibles, documents, instruments and chattel paper and including without limitation any and all purchase orders, instruments and other documents evidencing obligations for goods sold or leased and/or services rendered by Debtors, or any of them, (all terms having the meanings ascribed by the Uniform Commercial Code of New York), and any proceeds, including any insurance proceeds thereof.
2. All inventory of every nature and description belonging to Debtors, or any of them, wherever located and whether now owned or in existence or hereafter acquired, and including without limitation all raw materials and supplies used or consumed in any Debtor's business; work in process, finished goods, and in all returns and refunds (applicable thereto), and the right to collect the same (all terms having the meanings ascribed by the Uniform Commercial Code of New York), and any proceeds, including any insurance proceeds thereof.

Signatures of Additional Debtors:

ACA JOE International, Inc.  
By: Nathan G. Long  
Title: CEO

ACA JOE Outlets, Inc.  
By: Nathan G. Long  
Title: CEO

ACA JOE Retail, Inc.  
By: Nathan G. Long  
Title: CEO

ACA JOE Eastern, Ltd.  
By: Nathan G. Long  
Title: CEO

ACA JOE Intercon, Ltd.  
By: Nathan G. Long  
Title: CEO

Mail to Manufactures Hanover

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 514 584

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 268612

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 6-29-87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jones Minority Services, Inc.  
Address 752 Stinchomb Road, Severna Park, MD 21146

2. SECURED PARTY

Name Deutsche Credit Corporation  
Address 4 Greentree Centre - Suite 204, Marlton, NJ 08053

REGISTRATION FEE 11.00  
RECORDING COSTS 714.06  
JUL 15 1987  
CK

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1987 Ford LT900 W/14' R&S Steel Dump Body  
S/N 1FDZU90W7HVA32765

NOT SUBJECT TO RECORDATION TAX

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

X Carol Jones Carol Jones  
(Signature of Debtor)

Carol Jones, President  
Type or Print Above Name on Above Line

X Carol Jones  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Amy Schneider Region Credit Analyst  
(Signature of Secured Party)

Amy Schneider, Region Credit Analyst  
Type or Print Above Signature on Above Line

11- mail to Deutsche Credit Corporation

208613

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ -0-

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ben Oaks Decorating Center, Inc.  
Address 543 Baltimore/Annapolis Blvd., Severna Park, MD 21146 & 821 W. Benfield Road, Severna Park, MD 21046

2. SECURED PARTY

Name ITT COMMERCIAL FINANCE CORP.  
Address P.O. BOX 489

COLUMBIA, MD 21045

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORDING FEE 11.00  
SEARCH FEE .50  
TOTAL 11.50  
JUL 15 1987  
CK

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

ALL INVENTORY, RAW MATERIALS, GOODS IN PROCESS, FINISHED GOODS, MACHINES, MACHINERY, FURNITURE, FURNISHINGS, FIXTURES, VEHICLES, ACCOUNTS RECEIVABLE, BOOK DEBTS, NOTES, CHATTEL PAPER, ACCEPTANCES, REBATES, INCENTIVE PAYMENTS, DRAFTS, CONTRACTS, CONTRACT RIGHTS; CHOSSES IN ACTION AND GENERAL INTANGIBLES, WHETHER NOW OWNED OR HEREAFTER ACQUIRED, AND ALL ATTACHMENTS, ACCESSIONS AND ADDITIONS THERETO, SUBSTITUTIONS, AND ACCESSORIES THEREFORE, AND REPLACEMENTS AND PROCEEDS.

CHECK THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

BEN OAKS DECORATING CENTER, INC.

\* John Kauserberger  
(Signature of Debtor)

JOHN KAUSERBERGER, V.P.  
Type or Print Above Name on Above Line

Philip Kauserberger  
(Signature of Debtor)

Philip Kauserberger  
Type or Print Above Signature on Above Line

ITT COMMERCIAL FINANCE CORP.

Kenneth N. Collins  
(Signature of Secured Party)

Kenneth N. Collins - Credit Mgr.  
Type or Print Above Signature on Above Line

Mail to ITT Commercial Finance Corp.

514 - 566

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# 's not used

7-17-87

514 - 566

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# 's not used

7-17-87

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# 's not used

7-17-87

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# 's not used

7-17-87

514 - 566

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- 570

# 's not used

7-17-87

UNIFORM COMMERCIAL CODE 514 571  
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 449

Page No. 425

Identification No. 242499

Dated 5/10/82

1. Debtor(s) { Thomas H. Hough T/A Hough Marine Services Ltd.  
 Name or Names—Print or Type T/A Magothy Yacht Yard  
368 North Drive Severna Park MD 21146  
 Address—Street No., City - County State Zip Code

2. Secured Party { The Equipment Leasing Co.  
 Name or Names—Print or Type  
Ruxton Towers Box 307 Riderwood Maryland 21139  
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

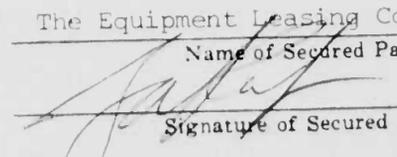
4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/>                  The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/>                  From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/>                  The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/>                  (Indicate whether amendment, termination, etc.)   <p style="text-align: center;">TERMINATION</p></p>

10.00  
 :30  
 JUL 15 87  
 CK

16.50

Dated: \_\_\_\_\_

The Equipment Leasing Co.  
 Name of Secured Party  
  
 Signature of Secured Party  
G. Arnold Kaufman, Vice Pres.  
 Type or Print (Include Title if Company)

198036

BOOK 514 PAGE 572

208053

To Be Recorded In The Land  
And In The Chattel Records  
Of Anne Arundel County And  
Among The Financing Statement  
Records Of The State  
Department of Assessments  
And Taxation.

Subject To Recording Tax On  
Principal Amount Of \$125,960.00  
Which Was Paid To The Clerk Of  
The Circuit Court Of Anne Arundel  
County Upon The Filing Of A  
Deed of Trust.

**FINANCING STATEMENT**  
(Maryland - U.C.C.-1)

RECORDING FEE 21.00  
POSTAGE .50

- 1. DEBTOR: **W.F. UTZ CONSTRUCTION COMPANY, INC.**  
1511 Ritchie Highway, Suite 105  
Arnold, Maryland 21012
- 2. SECURED PARTY: **BALTIMORE FEDERAL FINANCIAL, F.S.A.**  
300 East Lombard Street  
Baltimore, Maryland 21202  
Attention: Commercial Lending Division

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:

- a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

6616.fs  
BB 512 0018

25.50

about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
- d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
- e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.
- f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
- g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect

- g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
  - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.
  - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto and consisting of 1 page, being the same property described in a Deed of Trust of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property.
5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

**DEBTOR:**

W.F. UTZ CONSTRUCTION COMPANY,  
INC.  
A Maryland corporation

By: William F. Utz (SEAL)  
William F. Utz,  
President

Date: July 14, 1987

514 575

TO FILING OFFICER: After this Statement has been recorded,  
please return to:

Patrick Ash, Legal Assistant  
Gebhardt & Smith  
Ninth Floor  
The World Trade Center  
Baltimore, Maryland 21202  
File No.: (DRN) 6616  
BB5120018

6616.fs  
BB 512 0018

Page 4 of 4 Pages

EXHIBIT A

BEING KNOWN AND DESIGNATED as Lots Nos. 269 and 290 as shown on the Plat entitled "Plat Five CHELSEA BEACH", which Plat is recorded among the Land Records of Anne Arundel County in Liber 104, folio 12.

TOGETHER WITH the beds of streets abutting or adjoining said lot.

511-577

208051

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code

<p>1 DEBTOR(S) and Address(es)</p> <p>Cross Enterprises, Inc. T/A Jiffy Lube 1110 Route Three North Gambrills, Maryland 21054</p>	<p>2 SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore &amp; St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Owen A. McGlynn, Jr. Vice President</p> <p><del>Return to Secured Party</del></p>
---	--

3. This Financing Statement covers the following types (or items) of property:

All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of an automobile maintenance facility (type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever

C All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever

E Other All furniture and fixtures now owned or hereafter acquired and all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) ~~is~~ exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$ \_\_\_\_\_

DEBTOR:

SECURED PARTY:  
SIGNET BANK/MARYLAND

Cross Enterprises, Inc t/a Jiffy Lube By Owen A. McGlynn, Jr.  
(Type Name)

By Charles E. Cross  
Charles E. Cross, President

By Betty J. Cross  
Betty J. Cross, Secretary

Owen A. McGlynn, Jr., Vice President  
(Type Name)

7-2-1987  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md. ~~XXX XXX~~

AFTER RECORDATION, RETURN TO:

Ruth M. Finglass  
Shapiro and Olander  
2000 Charles Center South  
36 South Charles Street  
Baltimore, Maryland 21201

To be recorded in the financing statement records and in the land records of Anne Arundel County, Maryland and in the financing records of the State Department of Assessments and Taxation. Recordation taxes in the amount of \$28.05 shall be paid on \$8,287.06 to the State Department of Assessments and Taxation.

514

269555

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code

<p>1 DEBTOR(S) and Address(es)</p> <p>Cross Enterprises, Inc. T/A Jiffy Lube 1110 Route Three North Gambrills, Maryland 21054</p>	<p>2. SECURED PARTY and Address</p> <p>SIGNET BANK/MARYLAND Baltimore &amp; St Paul Streets Baltimore, Maryland 21203</p> <p>Attn: Owen A. McGlynn, Jr. Vice President</p> <p><del>Return to Secured Party</del></p>
---	--

3. This Financing Statement covers the following types (or items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of an automobile maintenance facility (type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever;

B All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever

C All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D All crops, livestock and supplies held, used or produced in farming operations, all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever

E Other All furniture and fixtures now owned or hereafter acquired and all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

4. Proceeds and products of collateral, and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) ~~is not~~ exempt from the recordation tax (Md.)  
Principal amount of debt initially incurred is \$ \_\_\_\_\_

DEBTOR:

SECURED PARTY:  
SIGNET BANK/MARYLAND

Cross Enterprises, Inc t/a Jiffy Lube By: Owen A. McGlynn, Jr.  
(Type Name)

By: Charles E. Cross Owen A. McGlynn, Jr., Vice President  
Charles E. Cross, President (Type Name)

By: Betty J. Cross 7-2-1987  
Betty J. Cross, Secretary (Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Md. ~~Va~~ ~~Dc~~ ~~Pa~~

AFTER RECORDATION, RETURN TO:

Ruth M. Finglass  
Shapiro and Olander  
2000 Charles Center South  
36 South Charles Street  
Baltimore, Maryland 21201

To be recorded in the financing statement records and in the land records of Anne Arundel County, Maryland and in the financing records of the State Department of Assessments and Taxation. Recordation taxes in the amount of \$28.05 shall be paid on \$8,287.06 to the State Department of Assessments and Taxation.

EE 13.00  
.50  
70 777 401 112:55  
JUL 17 87  
CK

208005

5004 514 (PRE 57)

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT  
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) JONES, KENNETH R 8053 GREEN LEAF TERRACE GLEN BOWIE MD	2. Secured Party(ies) and Address(es) Ford Motor Credit Company P.O. Box 637 Mechanicsville, VA 23111
--	--

RECORDING FEE 11.00  
JUN 17 97  
CK

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

1 FORD 1710 DIESEL TRACTOR SN U18075

1 FORD 951 60" ROTARY MOWER SN WM 36242

Check if covered:  Proceeds of collateral covered  Products of collateral covered

4. This transaction is exempt from the Recording Tax.

Filed with:

*Kenneth R. Jones*  
(SIGNATURE OF DEBTOR)  
Kenneth R. Jones

Ford Motor Credit Company  
(NAME OF SECURED PARTY)

BY: *Lisa Anable*  
Agent

208000

514 510

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented
(1) Debtor(s) (Last Name First) and Address(es): BELLA, INC. d/b/a Bee Hive Inn & Package Mart Smith, C.G. - President 1052 Cape St. Clair Rd. Annapolis, Maryland 21401	(2) Secured Party(ies) (Name(s) And Address(es)) Mid-Continent Refrigerator Company 5961 East 39th Avenue Denver, Colorado 80207	RECORD FEE 13.00 POSTAGE .50 474708 6345 ROT 715:55 JUL 17 87 OK
(3) (a) <input type="checkbox"/> Collateral is or includes fixtures. (b) <input type="checkbox"/> Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c) <input type="checkbox"/> Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).	(4) Assignee(s) of Secured Party, Address(es)	

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

Security Agreement No. 48308

1 - Model MCAV-8 8' long, Case #6029-11; Unit #82D-04540; All Purpose Mdsr. complete with 1/2-H.P. Copelaweld compressor, self-contained, wired for 115-volts. COPPERTONE EXTERIOR. Formica Top; Bag Racks; Regular Wire Shelves.

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

X *C.G. Smith*

(By)

Standard Form Approved by N.C. Sec. of State and other states shown above.

(7) Filing Officer Copy - Numbered

1370

Secured Party(ies) [or Assignees]

MID-CONTINENT REFRIGERATOR COMPANY

(By) *Richard Horwitz* Richard Horwitz, President

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

(1) Collateral is subject to Security Interest In Another Jurisdiction and

Collateral Is Brought Into This State

Debtor's Location Changed To This State

(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1

BOOK 511 PAGE 551

THE STATE OF MARYLAND (Maryland) SECURITY AGREEMENT

COUNTY OF ANNE ARUNDEL (Anne Arundel) SS. KNOW ALL MEN BY THESE PRESENTS  
1052 Cape St. Clair Rd. - Annapolis, MD 21401

Bella, Inc. - d/b/a Bee Hive Inn & Package Market - C.G. Smith, President (Debtor) hereby grants to  
Mid-Continent Refrigerator Company - Richard Horwitz, President Refrigerator Company (Seller)

a security interest in: 5961 East 39th Avenue - Denver, CO 80207  
Security Agreement No. 48308 - TOTAL SALE: \$4,352.25

QUANTITY: 1 - MAKE: MID-CONTINENT MODEL: MCAV-8 SERIAL NUMBER:

1 - Model MCAV-8 8' long, Case #6029-1; Unit #82D-04540; All Purpose Mdsr. complete with 1/2-H.P. Copelaweld compressor, self-contained, wired for 115-volts. COPPERTONE EXTERIOR. Formica Top; Bag Racks; Regular Wire Shelves.

to secure the payment of a note given for the purchase price of the Collateral designated above dated June 9, 1987 in the sum of \$3,000.00 payable to the order of Seller executed by Debtor and delivered to Seller.

TERMS Balance of \$3,000.00 payable in full within 90 days after delivery or by 10/1/87.

1. Debtor warrants and promises that the Collateral is being bought for use as equipment in business and will be installed at:  
Bella, Inc. - d/b/a Bee Hive Inn & Package Market  
1052 Capt St. Clair Rd. Annapolis Maryland 21401 Anne Arundel

- 2. Debtor promises to do the following:  
(a) To keep Collateral in good condition and allow Seller to inspect the Collateral at reasonable times.  
(b) To keep the Collateral at the location specified above unless Seller agrees in writing to a change of location.  
(c) To pay all taxes on the Collateral when due.  
(d) To defend the Collateral against all claims of any person except Seller and to promptly notify Seller of any claim including security interests, liens, levies, seizure, by anyone (specifically including any taxing authority).  
(e) To keep Collateral insured as acceptable to Seller.
- 3. Default is any of the following:  
(a) Failure to make any payment due on the note referred to above according to the terms of that note.  
(b) Failure to abide by any promise in this security agreement.  
(c) Reasonable belief by the Seller that Debtor will default or that the security interest will be impaired.
- 4. Rights and Duties on Default  
(a) Seller may take possession of the Collateral and/or pursue any other lawful remedies.  
(b) Debtor shall be obligated to Seller for all reasonable expenses in connection with Seller's exercising its rights under this agreement including costs incurred by Seller occasioned by Debtor's default including reasonable attorney's fees and legal expenses. Such costs are to be deemed part of the amount secured by this agreement.  
(c) Even if Seller accepts a late payment under the note referred to above and secured by this agreement, the obligation to make all other payments on time nevertheless continues; if Seller once chooses not to enforce some other right under this agreement, the obligation forgiven for that time shall nevertheless continue in full effect thenceforth.

5. WARRANTIES. SELLER MAKES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE AND HEREBY DISCLAIMS SAME. In no event shall the Seller be liable for any indirect, special, or consequential damages, and without limiting the generality thereof, including any loss, costs, or damage to Buyer or others arising from defects, negligence, delays, failure of delivery, or non-performance of the equipment.

6. Buyer authorizes Seller, its successors, assigns and lenders to Seller to file a carbon, photographic or other reproduction of this agreement as a financing statement for the equipment and Buyer further authorizes Seller in Buyer's name to execute and file financing statements for the equipment.  
7. This agreement shall become binding upon the written acceptance from Seller's offices in Denver, Colorado. Buyer and Seller expressly agree that any litigation in regard to this agreement, the promissory note, and the equipment covered hereunder shall occur in Denver, Colorado.  
8. Any notice required to be given shall be effective when deposited in the United States Mail if mailed to the address set forth below:

1052 Cape St. Clair Rd. Annapolis Maryland 21401 Anne Arundel  
Street City State Zip County

9. I, (we) as makers or guarantors of the note secured by this agreement, agree that any default under this agreement shall be deemed a default on that note.

TO WITNESS:  
[Signature]

X C G Smith  
d/b/a Bee Hive Inn & Package Mart  
Pres C.G. Smith, President (Debtor)

Address: 1052 Cape St. Claire Rd.  
City & State: Annapolis, Maryland 21401

SECURED PARTY:  
MID-CONTINENT Refrigerator Company  
BY: Richard Horwitz Richard Horwitz, President

SEAL UP

FINANCING STATEMENT FORM UCC-1

Identifying File No. 209056

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ na

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Homeowners & Contractors, Inc.

Address PO Box 369, Millersville, MD 21108 (anne Arundel)

2. SECURED PARTY

Name State Equipment, Div. Secorp National, Inc

Address 1400 Joh Avenue, Baltimore, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

ONE (1) Dresser VOS D 66A Vibratory Compactor SN 490180 (Rental)

SEE 11.00  
30  
7343 R01 115:59  
JUL 17 87  
CK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

na

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

na

1150

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Homeowners & Contractors, Inc.

X George A. Edwards  
(Signature of Debtor)

X GEORGE A. EDWARDS  
Type or Print Above Name on Above Line PRES

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

State Eq., Div. Secorp National, Inc.

Glenn S. Conklin  
(Signature of Secured Party)

Glenn S. Conklin, VP & GM  
Type or Print Above Signature on Above Line



STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT, AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE

(check if applicable) To Be Recorded in the Land Records at \_\_\_\_\_

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financing Statement, Identifying File No. 250149 recorded in Liber 468 Folio 395 on 12/19/83 at \_\_\_\_\_ Financing Statement Records of Anne Arundel County

1. DEBTOR(S) MYER E. GROSSFELD and MARC A. APPEL  
 ADDRESS(ES) 6317 Park Heights Avenue Baltimore, Maryland 21215 11110 Valley Heights Drive Owings Mills, Maryland 21117

2. SECURED PARTY MARYLAND NATIONAL BANK, ATTENTION: A. DAVID HORSMAN  
 ADDRESS MAILSTOP 020501 : Post Office Box 987, Baltimore, Maryland 21203

Person and Address to whom Statement is to be returned (if different from above):

Return to Secured Party

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

- 3.  CONTINUATION. The original Financing Statement referred to above is still effective.
- 4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement is amended as set forth in Item 8 below and/or on Schedule A attached hereto and made a part hereof by reference. (Signature of Debtor is required.) If this statement of amendment is to add collateral, the underlying secured transaction is:
  - a.  Not subject to Recordation Tax.
  - b.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Statement or a duplicate of this Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.
- 7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
- 8. \_\_\_\_\_

RECORDATION FEE 10.00  
 STATE FEE .50  
 JUL 17 87  
 CK

DEBTOR(S) \_\_\_\_\_  
(Signature necessary only if both 6 or 7 applicable)

BY \_\_\_\_\_ (SEAL)

BY \_\_\_\_\_ (SEAL)

Type or print name under each signature and if signature is given other than in a personal capacity, type or print name of Debtor and Name and Title of Authorized Signer.

SECURED PARTY: Maryland National Bank  
 BY A. David Horsman (SEAL)

A. David Horsman, Mortgage Loan Officer  
(Type Name and Title)

To the Clerk: After recording this Statement, please deliver or mail to Maryland National Bank to the name and address noted in Item 2 above.

207-23 REV 4-86

10.50

# Butler Leasing Company

268007

## FINANCING STATEMENT (FORM UCC-1)

BOOK 514 FILE 544

Identifying File No. \_\_\_\_\_

Not Subject to Recording Tax (Agreement with Nominal Purchase Option)

**LESSEE (DEBTOR):**

FRANCH & JARASHOW, P.A.

111 CATHEDRAL ST.  
ANNAPOLIS, MD. 21401

**LESSOR (SECURED PARTY):**

BUTLER LEASING COMPANY  
9861 Broken Land Parkway, Suite 210  
Columbia, Maryland 21046

**ASSIGNEE OF LESSOR:**

RECORDED FEE 11.00  
SEARCH FEE .50  
JUL 17 1987  
CK

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY  
( ) If checked, see Equipment Schedule attached hereto and made a part hereof.

1 HEWLETT PACKARD LASERJET 2+ PRINTER S/N FG906302  
1 LASERJET CART H  
1 IBM-HAYES 6 FT. CABLE  
1 NEC P.9XL PRINTER W/ SINGLE BIN SHEET FEEDER S/N 600000 28247  
1 NEC P7 PRINTER W/TRACTOR FEED S/N 581101374  
SOFTWARE: INFORMATICS INCLUDING TIME AND BILLING, CHECKWRITING, AND GENERAL LEDGER

PRESENT AND FUTURE ATTACHMENTS AND ACCESSORIES AND PROCEEDS OF COLLATERAL  
(including Insurance Proceeds) ARE COVERED HEREUNDER

EQUIPMENT LOCATION: SAME

LESSEE (DEBTOR):  
FRANCH & JARASHOW, P.A.

LESSOR (SECURED PARTY):  
BUTLER LEASING COMPANY

BY: William A. Franch  
William A. Franch, President  
PRINT NAME & TITLE

BY: Deborah Scherr  
DEBORAH SCHERR, CREDIT MANAGER

TO THE FILING OFFICER: After this statement has been recorded please return to:

BUTLER LEASING COMPANY  
P. O. Box 609  
Columbia, MD 21045-0609

1/90

514 535

209053

This Financing Statement is filed with Office of the Secretary of the State, Uniform Commercial Code Div., 30 Trinity St., Hartford, Conn. 06106

NAME AND ADDRESS OF DEBTOR (Or Assignor)	NAME AND ADDRESS OF SECURED PARTY (Or Assignee)	FOR FILING OFFICER (Date, Time, Number)
--	---	---

1. This financing statement covers the following types (or items) of property (Describe)

RECORD FEE 11.00  
 POSTAGE .50  
 JUL 17 1987  
 CR

- 2. (If collateral is crops) the above described crops are growing or are to be grown on (describe real estate above or on a separate sheet)
- 3. (If applicable) the above goods are to become fixtures on (describe real estate above or on a separate sheet) and filing statement is to be filed for record in the real estate records.
- 4.  (If debtor does not have an interest of record) the name of the owner is \_\_\_\_\_
- 4.  (If products of collateral are claimed) products of collateral are also covered.

Number of additional sheets presented \_\_\_\_\_  Debtor is a transmitting utility as defined in 42a-9-402 Conn. General Statutes

WHICHEVER IS APPLICABLE	Gould Defense Sys./OSD <i>[Signature]</i> Signature of Debtor (Or Assignor)	<i>[Signature]</i> Signature of Secured Party (Or Assignee)
-------------------------	---	--

(1) Filing Officer Copy - Alphabetical  
 STANDARD FORM - UNIFORM COMMERCIAL CODE - FORM UCC-1 11/50

11.50

TO BE } RECORDED IN  
 NOT TO BE } LAND RECORDS

SUBJECT TO } RECORDING TAX  
 NOT SUBJECT TO } ON PRINCIPAL  
AMOUNT OF \$ 87764  
A.A.

BOOK 514 PAGE 586

FINANCING STATEMENT

1. Debtor (s):

Mr. Stephen Polakoff 268053  
 Name or Names—Print or Type  
607 S. Campmeade Rd., Linthicum, MD 21090  
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type  
 Address—Street No., City - County State Zip Code

2. Secured Party:

HARBOR LEASING ASSOC.  
 Name or Names—Print or Type  
701 Cathedral Street, Baltimore, Maryland 21201  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

1 IBM System/2 Model 50 SN#3021587 DSI Eyemate Software  
 1 IBM 8533 Monochrome Monitor SN# 0033264 1 NEC P7 Printer  
 1 IBM System/2 Model 50 keyboard 1 Forms Tractor for Printer  
 1 IBM Dos 3.3

4. If above described personal property is to be affixed to real property, describe real property.

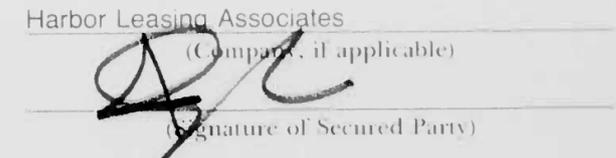
5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.  
 7. Products of collateral  are  are not covered.

DEBTOR(S):  
  
 (Signature of Debtor)

SECURED PARTY  
 Harbor Leasing Associates  
 (Company, if applicable)

Dr. Stephen Polakoff  
 Type or Print  
 (Signature of Debtor)  
 Type or Print

  
 (Signature of Secured Party)  
Mark M. Kaplan, partner  
 Type or Print (Include title if Company)

11.50  
 TO THE FILING OFFICER After this statement has been recorded please mail the same to:  
 Name and Address HARBOR LEASING ASSOC., 701 Cathedral Street, Baltimore, Maryland 21201

11.00  
 .50  
 4787 2345 601 118:21  
 JUL 17 87  
 CK

514 587

FINANCING STATEMENT FORM UCC-1

Identifying File No. 209000

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Atlantic Graphic Systems, Inc.
Address 9200 Edmonton Road, Greenbelt, MD 20770

2. SECURED PARTY

Name Heller Financial, Inc.
Address 200 North LaSalle St., Chicago, IL 60601

RECEIVED
JUN 20 1987
CK

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Heller Financial, Inc. 219 Paterson Ave, Little Falls, NJ 07424

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All new and used equipment and inventory now owned, or hereafter acquired, by the Debtor and financed by Heller Financial, Inc.; any and all returned and repossessed items of, and trade-ins on, said inventory; any and all attachments, additions and accessions thereto and accessories, substitutions, replacements and parts therefor; all chattel paper, leases, contract rights, accounts and general intangibles now owned, or hereafter acquired, by Debtor arising from, or related to, the above inventory; and, all cash, rents and non-cash proceeds (including insurance proceeds) thereof.

ADDITIONAL LOCATION: Atlantic Graphic Systems, Inc.
BWI (Baltimore Washington International Airport) Warehouse #3, Suite 110
8332 Bristol Court, Jessup, MD 20794

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

ATLANTIC GRAPHIC SYSTEMS, INC.

J. Wayne Tomlinson, Pres.
(Signature of Debtor)

J. Wayne Tomlinson, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

HELLER FINANCIAL, INC.

Richard C DiNoia
(Signature of Secured Party)

RICHARD C DiNOIA
Type or Print Above Signature on Above Line

208000

BOOK 514 PAGE 500

This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Ward Manufacturing, Inc. c/o Don Klapproth Sales Agency 2524 Carrollton Road Annapolis, Maryland 21403		2. Secured Party(ies) and address(es) Maryland National Industrial Finance Corporation Princeton Meadows Office Center Plainsboro Road Plainsboro, New Jersey 08536	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
---	--	--	---

4. This statement refers to original Financing Statement bearing File No. 260729/Liber 495/Page 500  
Filed with Anne Arundel Cty., MD Date Filed 3/10/86 Book 501/Page 525

5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.  
6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.  
7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.  
8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.  
9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

REGISTRATION FEE 10.00  
107-30  
APR 20 87  
OK

10. Name of secured party has been changed to: MNC Commercial Corp  
Change address of secured party to: Park Ridge Office Center  
Building Two, Suite 320  
Pittsburgh, PA 15275

No. of additional Sheets presented: \_\_\_\_\_

Ward Manufacturing, Inc. MNC Commercial Corp

By: [Signature] By: [Signature] VP

Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). S.W. Gray Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-3

UCC Filing Officer Copy - Alphabetical

208070

MARYLAND FINANCING STATEMENT

BOOK 514 PAGE 510

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Kenneth W. Nichols T/A Tow Masters  
6686 Waterloo Rd. Jessup, Maryland 21207  
(Name or Names)  
(Address)

LESSEE  
(Name or Names)  
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Of LESSOR Heritage Savings Assoc.  
1505 York Rd. Lutherville, MD 21093  
(Name or Names)  
(Address)

4. This financing Statement covers the following types (or items) of property:

- 1- E.F. Johnson 8700 Mobile Radio
- 1- E.F. Johnson 8710 Mobile Radio w/Touch-tone Mike
- 2- Mobile Antennas

RECORDED FEE 12.00  
INDEX FEE .50  
JUL 20 1987  
CK

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE	LESSOR
Kenneth W. Nichols T/A Tow Masters	CHESAPEAKE INDUSTRIAL LEASING CO., INC.
By: <u>Kenneth W. Nichols</u> (Title)	By: <u>Brian G. Connelly</u> (Title)
Kenneth W. Nichols	Brian G. Connelly
(Type or print name of person signing)	(Type or print name of person signing)

By: \_\_\_\_\_  
(Title)  
(Type or print name of person signing)

Return to:  
CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

# CHEMI-TROL CHEMICAL CO.

GIBSONBURG, OHIO 43431



**TANK DIVISION**  
2098 West State Street  
FREMONT, OHIO 43420

PHONE | Area Code 419  
334-2664

208071  
514-300  
**CHEMICAL DIVISION**

2776 C.R. - 69 R - 1  
GIBSONBURG, OHIO 43431

PHONE | Area Code 419  
665-2367

NOTE NO. 1260  
UNITED PROPANE, INC.  
SERIAL NUMBERS

2-330 Gal.: 371224, 371233.

9-500 Gal.: 369335, 369336, 369339, 369340, 370496, 370497, 370569,  
370570, 370572.

5-1000 Gal.: 368899, 368900, 368903, 368904, 368910.

1-1990 Gal.: 353377.

1 Full Skid for 1990 Gallon Tank.

99-420 Lb.: 31375, 31339, 31293, 31286, 31302, 31378, 31290, 31284,  
31285, 30749, 30632, 30728, 30690, 30628, 30681, 30405,  
30415, 30338, 36938, 36447, 37093, 37115, 36581, 36424,  
36209, 37135, 36263, 36446, 36586, 37125, 36455, 36806,  
37116, 37118, 36950, 36501, 36444, 36587, 20133, 36550,  
36551, 37172, 36811, 37113, 36115, 36956, 36959, 36886,  
36958, 36652, 36731, 36876, 36504, 36663, 40467, 40210,  
40412, 40470, 40231, 40307, 40444, 40437, 40254, 40299,  
41776, 41554, 41783, 41440, 41445, 40305, 41453, 40111,  
42251, 41851, 42363, 41909, 42234, 42257, 41848, 42376,  
42368, 41587, 40472, 41583, 41412, 41556, 41242, 41338,  
40991, 41239, 39645, 39703, 39572, 39676, 39475, 39686,  
39473, 39677, 39712.

This <b>FINANCING STATEMENT</b> is presented to a filing officer for filing pursuant to the Uniform Commercial Code		3. Maturity date (if any):
1 Debtor(s) (Last Name First) and address(es)	2 Secured Party(ies) and address(es)	For Filing Officer (Date, Time, Number, and Filing Office)
United Propane, Inc. 205 Najoles Road Millersville, MD 21108 (Ann Arundel County)	Chemi-Trol Chemical Co. 2776 C.R. 69 Route #1 Gibsonburg, Ohio 43431 (Sandusky County)	
4 This financing statement covers the following types (or items) of property		5. Assignee(s) of Secured Party and Address(es)
LP Storage Tanks: 2-330 Gal., 99-420 L.b, 9-500 Gal., 5-1000 Gal., 1-1990 Gal., and 1 Full Skid for 1990 Gal.  See Attached For Serial Numbers  NOTE NO. <u>1260</u>		FILING FEE 11.00 50 10:14 JUL 20 87 CK

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so)		Filed with: <b>County Recorder</b>
<input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected:		
Check <input checked="" type="checkbox"/> if covered: <input type="checkbox"/> Proceeds of Collateral are also covered. <input type="checkbox"/> Products of Collateral are also covered. Na. of additional Sheets presented:		
By: <u>[Signature]</u> Signature(s) of Debtor(s) Title	By: _____ Signature(s) of Secured Party(ies) Title	
United Propane, Inc. <span style="float: right;">Chemi-Trol Chemical Co.</span>		Fin. Div. Mgr.
(1) Filing Officer Copy-Alphabetical <b>STANDARD FORM - FORM UCC-1.</b> (For Use in Most States)		

5000 514 01-591

United Propane, Inc. 205 Najoles Road Millersville, MD 21108 Ann Arundel County <b>BORROWER'S NAME AND ADDRESS</b> <small>"I" includes each borrower above, jointly and severally</small>	Chemi-Trol Chemical Co. 2776 C.R. 69 Route #1 Gibsonburg, Ohio 43431 <b>LENDER'S NAME AND ADDRESS</b> <small>"You" means the lender, its successors and assigns</small>	Loan Number 1260 Date January 27 1987 Maturity Date January 27 1990 Loan Amount \$ 39,888.36 Renewal Of
--	---	---

Note: I promise to pay to you, or your order, at your address above, the sum of (which is the same as the Total of Payments) **Thirty Nine Thousand Eight Hundred Eighty Eight-----,36** Dollars \$ **39,888.36**

I will pay this amount as follows:  
 (a)  In **36** installments of \$ **1,108.01** each, beginning **February 27 1987** and continuing on the same day of each  month thereafter until paid in full.  
 (b)  (other) \_\_\_\_\_

**PREPAYMENT:** I may prepay this note in whole or in part at any time. However, any partial prepayment will not excuse any later scheduled payments until I pay this note in full. If and when I prepay this note in full, or if you accelerate and demand payment of the unpaid balance of this note, the precomputed interest will be recalculated and refunded or credited based on the rule of 78's.

**POST-MATURITY INTEREST:** Interest will accrue at the rate of **19%** per year on the balance of this note not paid at maturity, including maturity by acceleration.

**DEFAULT:** I agree to pay the costs you incur to collect this note upon my default, including your reasonable attorneys' fees (except where prohibited by law).

If checked, I agree to pay a late charge of \_\_\_\_\_ % of the amount of a payment which is more than \_\_\_\_\_ days late, up to \$ \_\_\_\_\_.

**THE PURPOSE OF THIS LOAN IS** Purchase of LP Storage Tanks.

<b>ANNUAL PERCENTAGE RATE</b> The cost of my credit as a yearly rate	<b>FINANCE CHARGE</b> The dollar amount the credit will cost me	<b>AMOUNT FINANCED</b> The amount of credit provided to me or on my behalf	<b>TOTAL OF PAYMENTS</b> The amount I will have paid when I have made all scheduled payments	I have the right to receive at this time an itemization of the Amount Financed
10.00 Simple %	\$ 5,549.76	\$ 34,338.60	\$ 39,888.36	YES I want an itemization NO I do not want an itemization
<b>My Payment Schedule will be</b>				"e" means an estimate
Number of Payments	Amount of Payments	When Payments Are Due		
36	\$ 1108.01	Payments due the 27th of each month with the first payment due February 27, 1987.		\$ 131.63 Filing Fees
				\$ Non-filing Insurance

**Security:** I am giving a security interest in  the goods or property being purchased  (brief description of other property) 2-330 Gal. 99-420 Lb., 9-500 Gal. 5-1000 Gal. 1-1990 Gal., and 1 Full Skid for 1990 Gal. LP Storage Tanks.

collateral securing other loans with you may also secure this loan

my deposit accounts and other rights to the payment of money from you

**Late Charge:**  I must pay a late charge of \_\_\_\_\_ % of the amount of any payment which is more than \_\_\_\_\_ days late, up to \$ \_\_\_\_\_.

**Prepayment:** If I pay off this loan early, I may be entitled to a refund of part of the finance charge.

I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

<b>Type</b>	<b>Premium</b>	<b>Term</b>	<b>Signatures (or Initials)</b>	<b>Itemization of Amount Financed</b>
Credit Life			I want credit life insurance <input checked="" type="checkbox"/>	Amount given to me directly <u>10% Downpayment</u> \$ 3,815.40 (a)
Credit Disability			I want credit disability insurance <input checked="" type="checkbox"/>	Amount paid on my behalf \$ 3,815.40 (b)
Joint Credit Life			I want joint credit life insurance <input checked="" type="checkbox"/>	Amounts paid to others on my behalf:
			Name of Insured _____	To Credit Life Insurance Company \$ _____ (c)
			Name of Insured _____	To Disability Insurance Company \$ _____ (d)
			Name of Insured _____	To Public Officials \$ _____ (e)
			Name of Insured _____	\$ _____ (f)
			Name of Insured _____	\$ _____ (g)
			Name of Insured _____	\$ _____ (h)
				Prepaid Finance Charge \$ _____ (i)
				AMOUNT FINANCED (a through h) \$ 34,338.60 (j)
				Finance Charge (include prepaid) \$ 5,549.76 (k)
				Total of Payments (j + k) \$ 39,888.36 (l)

I do not want \_\_\_\_\_ Credit Life Ins.; \_\_\_\_\_ Credit Disability Ins.; \_\_\_\_\_ Joint Credit Life Ins.

**Property Insurance:** I may obtain property insurance from anyone I want that is acceptable to you.

**Security:** To secure the payment of the note total (defined on the reverse side):

(1) I acknowledge and agree that you have the right to set off this note against any obligation you have (now or hereafter) to pay money to me.

(2) You may collect the proceeds (or rebates of unearned premiums) on any insurance policy insuring me (where you are named as loss payee) and on any policy insuring the property securing this note. You will apply this toward what I owe you.

(3)  If checked, this note is not further secured by any contemporaneous agreement (other than (1) and (2) of this section).

(4)  If checked, this note is secured by a separate Financing Statement dated Jan. 27, 1987.

(5)  **Security Agreement:** If checked, I give you a security interest in the property described below. The rights I am giving you in this property and the obligations this agreement secures are defined on the reverse side of this form.

LP Storage Tanks: 2-330 Gal., 99-420 Lb., 9-500 Gal., 5-1000 Gal., 1-1990 Gal., and 1 Full Skid for 1990 Gal. Tank.

See Attached Listing For Serial Numbers

If checked, this security agreement (if filed) should be filed in the real estate records.

Legal Description: \_\_\_\_\_

Record Owner (if not me): \_\_\_\_\_

This property will be used for  Personal  Business  Agricultural purposes.

(other) \_\_\_\_\_

If checked, this is a purchase money loan. You may include the name of the seller on the check or draft for this loan.

**Signatures:** I agree to the terms of the note and security agreement above (including those on the other side of this form) and acknowledge receipt of at least one copy on today's date.

**COSIGNERS - SEE NOTICE ON REVERSE SIDE BEFORE SIGNING**

**United Propane, Inc.**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature for Lender: where necessary for filing this security agreement

X Healy, V. J. Fin. Div. Mgr.

**PRECOMPUTED NOTE, DISCLOSURE, AND SECURITY AGREEMENT**

© 1981 BANKERS SYSTEMS, INC., ST. CLOUD, MN 56301 FORM NDS-P10H 10/14/85

805072

BOOK 514 PAGE 502

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

Maturity Date 3 (Optional)

1. Debtor(s) (Last Name First) and Address(es)

2. Secured Party(ies) Name(s) and Address(es)

4. For Filing Officer: Time, Date, No. Filing Office

CERTIFIED BUILDERS SUPPLY CO, INC.  
717 C Hammonds Ferry Road  
Linthicum Heights, MD 21090

VARIFORM, INC.  
303 W. Major  
Kearney, MO 64050

5. This Financing Statement Covers the Following Types (or Items) of Property

All products, inventory, parts and equipment sold by Secured Party to Debtor from time to time, including, without limitation, vinyl siding and accessories, and other miscellaneous and related plastic building products, and any and all substitutions, exchanges or additions thereto included products hereafter acquired from Secured Party and all proceeds, cash or non-cash, received upon the

Proceeds

Products of the Collateral are Also Covered

6.  To be Recorded in Real Estate Mortgage Records

7. Description of Real Estate

sale, exchange, transfer, assignment or disposition of any or all of the foregoing collateral or proceeds therefrom.

8. Name(s) of Record Owner(s)

9. Assignee(s) of Secured Party and Address(es)

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state, or
- which is proceeds of the following described original collateral which was perfected

CERTIFIED BUILDERS SUPPLY CO

VARIFORM, INC.

By

*Howard Eason Peterson*  
Signature(s) of Debtor(s)

By

*[Signature]*  
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL  
FORM M-UCC-1-MISSOURI UNIFORM COMMERCIAL CODE

Approved By

*[Signature]*  
Secretary of State

800 514 500

268673

1902-5046

FINANCING STATEMENT FORM UCC 2

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here: \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated 5/25/87 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Name of Debtor Maria M. R. Garvey

Address 639 Lakeland Rd., South Severna Park, MD. 21146

2. Name of Secured Party BALDWIN PIANO & ORGAN CO.

Address RETURN TO: 422 WARDS CORNER ROAD LOVELAND, OH 45140

3. Assignee of Secured Party \_\_\_\_\_

Address \_\_\_\_\_

Person And Address To Whom Statement Is To Be Returned If Different From Above.

4. Maturity date of obligation (if any) ~~6/2/92~~ 6/2/92

5. This financing statement covers the following types (or items) of property: (list)

Paperwin Grand Piano ~~Organ~~ Model No. R-422 Serial No. 268919  
(Brand Name) and bench.

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Maria M. R. Garvey  
(Signature of Debtor)

MARIA M. R. GARVEY  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Baldwin Piano & Organ Company

D. L. Girkin  
(Signature of Secured Party)

**D. L. GIRKIN**

Type or Print Above Name on Above Line

Amie Alundel  
11.50

11  
50

BOOK 514 FILE 501  
208071

Form FmlHA-MD, 441-3  
(Rev. 3-11-80)

UNITED STATES DEPARTMENT OF AGRICULTURE  
FARMERS HOME ADMINISTRATION  
FINANCING STATEMENT

TO BE RECORDED:  in the Land Records,  in the Financing Records

This statement is presented to a filing officer for filing pursuant to the Maryland Uniform Commercial Code.  
Please return original statement to Secured Party at its address shown below.

DEBTOR(S)	SECURED PARTY	For Filing Officer
Mark L. Barksdale <i>(Name)</i>	UNITED STATES OF AMERICA acting through FARMERS HOME ADMINISTRATION P.O. Box 489 <i>(Address)</i> Prince Frederick, Md.	
Linda L. Barksdale <i>(Name)</i>		
Box 55 <i>(Address)</i> Lothian, Md. 20711		

1. This Financing Statement covers the following types of collateral:

- (a) Crops, livestock, other farm products, farm and other equipment, supplies and inventory.
- (b) \_\_\_\_\_

2. Crops covered by 1(a) above are growing or are to be grown on (and goods which are or are to become fixtures, if fixtures are covered in 1(b) above, are or are to be affixed to) the following premises in Maryland:

Farm(s) or Other Real Estate Reputedly Owned By	Approximate No. of Acres	In County of	Direction and Distance From a Named Town or Other Description
Mark & Linda Barksdale(3548/597)	12.45	Anne Arundel	Tracys Landing
Mark & Linda Barksdale(2987/492)	40.3	Anne Arundel	Lothian
Alice Everhart(GTC 1200/453)	48.7	Anne Arundel	Lothian
A. Marr Caddis(2727/488)	194	Anne Arundel	Lothian

3. Proceeds and products of the collateral are also covered, but disposition of the collateral is not hereby authorized.

4. The items secured by this transaction are not subject to the recordation tax as imposed by Article 81, Sections 277 and 278, of the Annotated Code of Maryland, 1962 Suppl., as amended.

Mark L. Barksdale  
*(Signature of Debtor)*

Type name: MARK L. BARKSDALE

Linda L. Barksdale  
*(Signature of Debtor)*

Type name: LINDA L. BARKSDALE

Witness: Karen A. Gray

Type name: KAREN A. GRAY

Witness: Dorothy F. Bowen

Type name: DOROTHY F. BOWEN

By Gloria D. Occhipinti

Type name: GLORIA D. OCCHIPINTI

Title County Supervisor

Farmers Home Administration

RECORDING FEE 12.00  
SEARCH FEE .50  
TOTAL 12.50  
JUL 20 87  
CK

12  
50

BOOK 514 PAGE 565

208675

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) (Last Name First) and address(es) United Propane, Inc. 205 Najoles Road Millersville, MD 21108 (Ann Arundel County)	2 Secured Party(ies) and address(es) Chemi-Trol Chemical Co. 2776 C.R. 69 Route #1 Gibsonburg, Ohio 43431 (Sandusky County)	3 Maturity date (if any) For Filing Officer (Date, Time, Number, and Filing Office)
4 This financing statement covers the following types (or items) of property LP Storage Tanks: 54-420 lb. and 14-500 Gal. See Attached For Serial Numbers.  NOTE NO. <u>1306</u>		5 Assignee(s) of Secured Party and Address(es) FILING FEE 11.00 JUL 20 87 CK

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered:  Proceeds of Collateral are also covered  Products of Collateral are also covered. No. of additional Sheets presented.

Filed with: County Recorder

United Propane, Inc. Chemi-Trol Chemical Co.

By: [Signature] By: [Signature] Fin. Div. Mgr.

Signature(s) of Debtor(s) Title Signature(s) of Secured Party(ies) Title

(5) Filing Officer Copy/Alphabetical STANDARD FORM - FORM UCC-1. (For Use in Most States)

BOOK 514 PAGE 543

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code:

No. of Additional Sheets Presented

Maturity Date 3. (Optional)

1. Debtor(s) (Last Name First) and Address(es):

RICHARD K. AND KYONG S. SUDHOFF  
403 MERRYMAN RD.  
ANNAPOLIS MD 21401

2. Secured Party(ies) Name(s) and Address(es):

LINK'S LANDING, INC.  
HIGHWAY 54  
OSAGE BEACH, MO 65065

4. For Filing Officer: Time, Date No., Filing Office

5. This Financing Statement Covers the Following Types (or Items) of Property:

BOAT: 1984 CENTURY 3000 19 CEBKB066M84A  
MOTOR(S): 1984 MERCUR 260 6677376  
TRAILER: 1987 ROLCO 400 IRO1330HA40006426

RECORDING FEE 12.00  
2820 ROE LANE  
ANNAPOLIS, MD 21403  
JUL 20 87

Proceeds—

Products of the Collateral are Also Covered:

6.  To be Recorded in Real Estate Mortgage Records

7. Description of Real Estate:

8. Name(s) of Record Owner(s):

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state, or
- which is proceeds of the following described original collateral which was perfected:

9. Assignee(s) of Secured Party and Address(es)

EASTBANK COMPANY  
BOX 334  
OSAGE BEACH, MO 65065

By Richard K. & Kyong S. Sudhoff  
Signature(s) of Debtor(s)

LINK'S LANDING, INC.  
By Roy D. Blunt  
Signature(s) of Secured Party(ies)

Approved By:

ROY D. BLUNT  
SECRETARY OF STATE

FORM M550  
B & C INC.  
2820 ROE LANE  
K. C., KS 66103

(1) FILING OFFICER COPY—ALPHABETICAL  
FORM UCC-1—MISSOURI UNIFORM COMMERCIAL CODE

12

208073

BOOK 514 PAGE 517

FINANCING STATEMENT

RECORD FEE 13.00  
POSTAGE .50  
208073 514 517  
JUL 20 87

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records. A.A. County
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) Address(es)  
 Jenkins Marine Motor Sales, Inc. 7328 Ritchie Highway  
 T/A: Boatland and/or Jenkins Boatland Glen Burnie, Maryland 21061

6. Secured Party Address P.O. Box 1661  
 PROVIDENT BANK OF MARYLAND Baltimore, MD 21203 1661  
 Attention: Thomas D. O'Brien

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. Inventory: All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Accounts: All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

C. General Intangibles: All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

D. Chattel Paper: All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, or serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

E. All Equipment and Fixtures: All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

F. Specific Equipment and Fixtures: All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Other: All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. Proceeds: Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtor Jenkins Marine Motor Sales, Inc.

By: [Signature] (Seal) \_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

Mr. Clerk: Please return to PROVIDENT BANK OF MARYLAND to the officer and at the address set forth in paragraph 6 above.

SCHEDULE A

<u>MAKE</u>	<u>MODEL</u>	<u>SERIAL NUMBER</u>
Baretta	Supersport	MHP23998E787
Baretta	Supersport	MHP24000E787
Baretta	Success	MHP23996E787
Baretta	Supersport	MHP23985E787

Total - 25812.00

2801297

CLERK OF THE CIRCUIT COURT  
ANNE ARUNDEL COUNTY  
COURT HOUSE  
ANNAPOLIS, MD 21404

BOOK 514 PAGE 500

MARYLAND UNIFORM COMMERCIAL CODE - FORM UCC-3  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256298  
RECORDED IN LIBER 484 FOLIO 279 ON 4/23/85 (DATE).

<p>2. Name and address of Debtor(s)</p> <p>Stocketts Excavating &amp; Hauling, Inc. 1174 West Central Avenue Davidsonville, Maryland 21033</p>	<p>3. Name and address of Secured Party</p> <p>CIT Corporation 1301 York Road Lutherville, Maryland 21093</p>
--	---

4. After recording, this statement is to be returned to The CIT Group/Equipment Financing, Inc. at

5. Maturity date of obligation (if any):

6. CHECK  FORM OF STATEMENT

- A.  CONTINUATION - The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.
- B.  PARTIAL RELEASE - From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.
- C.  ASSIGNMENT - The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement described in Item 1 above. This assignment covers the collateral described in Item 8 below.
- D.  TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.
- E.  OTHER - \_\_\_\_\_ (State whether amendment, etc.)

RECORD FEE 10.00  
.50  
APR 20 1987  
CR

7. Name and Address of Assignee:

8. Description of Collateral:

Dated 4/3/87

*M. K. Schmidt*  
(Signature of Secured Party)

M. K. Schmidt  
(Type or Print Name of Secured Party on Above Line)

10  
53

MARYLAND FINANCING STATEMENT

(xx) Not Subject to Recordation Tax (C/S/D)

BOOK 514 PAGE 600

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

208077

1. LESSEE Papa Joes, Inc. (Name or Names)  
75 Mayo Rd. Edgewater, Maryland 21037 (Address)

LESSEE \_\_\_\_\_ (Name or Names)  
\_\_\_\_\_  
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Baltimore Federal Financial, F.S.A.  
of LESSOR P.O. Box 116 (Name or Names) Baltimore, MD 21203  
(Address)

4. This financing Statement covers the following types (or items) of property:

One- CTX, Model 70 Oven

RECORD FEE 11.00  
STAMP FEE .50  
BALTIMORE COUNTY TELLER'S OFFICE  
JUL 20 87  
CK

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE  
Papa Joes Inc.  
By: Michael P. Fraioli (Title)  
(Type or print name of person signing)  
By: \_\_\_\_\_ (Title)  
(Type or print name of person signing)

LESSOR  
CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
By: Brian G. Connelly Mgr. (Title)  
(Type or print name of person signing)

Return to:

CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD  
BALTIMORE, MD 21234

Handwritten initials "H S"

MARYLAND FINANCING STATEMENT

BOOK 514 PAGE 601

(xx) Not Subject to Recordation Tax (C/S/C)

208073

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Michael P. Fraioli T/A Michael's Hair Cutters  
(Name or Names)  
201 Ridgely Avenue Annapolis, Maryland  
(Address)

LESSEE  
(Name or Names)  
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Baltimore Federal Financial, F.S.A.  
Of LESSOR (Name or Names)  
P.O. Box 116, Baltimore, Maryland 21203  
(Address)

4. This financing Statement covers the following types (or items) of property:

- 4- Rohen Custom Mirrors
4- Rohen Styling Booth Units

RECORD FEE 12.00
CHARGE .50
BALTIMORE COUNTY MD 111:03
JUL 20 87
CK

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE Michael P. Fraioli T/A Michael's Hair Cutters

LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Michael P. Fraioli (Signature)
Michael P. Fraioli (Title)

By: Brian G. Connelly (Signature) Mgr.
Brian G. Connelly (Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: (Title)

Return to:

(Type or print name of person signing)

CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD
BALTIMORE, MD 21234

12-2

514 802

208070

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Fleet Business School, Inc.

Address 1939 Lincoln Drive Annapolis, MD 21401

2. SECURED PARTY

Name Credit Alliance Corporation

Address 100 Dutch Hill Rd. Orangeburg, NY 10962

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"ALL GOODS, CHATTELS, MACHINERY, EQUIPMENT, INVENTORY, ACCOUNTS, CHATTEL PAPER, NOTES, CONTRACT RIGHTS, RECEIVABLES, ACCOUNTS RECEIVABLE, GENERAL INTANGIBLES, FURNITURE, FIXTURES AND PROPERTY OF EVERY KIND AND NATURE, WHEREVER LOCATED, NOW OR HEREAFTER BELONGING TO DEBTOR OR IN WHICH DEBTOR HAS ANY INTEREST AND ANY AND ALL PROCEEDS THEREOF AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT AND/OR IN ANY SCHEDULE PREPARED IN CONNECTION THEREWITH THIS FORM AND/OR THE ATTACHED SECURITY AGREEMENT AND/OR SCHEDULE ARE BEING SUBMITTED FOR FILING AS A FINANCING STATEMENT."

RECORD FEE 10.00  
STAMP .50  
RECORDS 3345 801 113:08  
JUL 20 87  
CK

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

(SEE ATTACHED)  
\_\_\_\_\_  
(Signature of Debtor)

FLEET BUSINESS SCHOOL, INC.  
\_\_\_\_\_  
Type or Print Above Name on Above Line

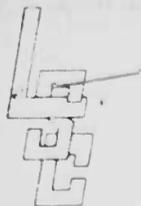
\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

(SEE ATTACHED)  
\_\_\_\_\_  
(Signature of Secured Party)

CREDIT ALLIANCE CORPORATION  
\_\_\_\_\_  
Type or Print Above Signature on Above Line

1350



**LEASING SERVICE CORPORATION (the "LESSOR")**  
 DIVISION OF CREDIT ALLIANCE CORPORATION

770 LEXINGTON AVENUE • NEW YORK, NEW YORK 10021  
 1900 POWELL STREET • EMERYVILLE, CALIFORNIA 94608  
 2261 PERIMETER PARK • ATLANTA, GEORGIA 30341  
 2860 RIVER ROAD • DES PLAINES, ILLINOIS 60018  
 P.O. BOX 66, PHEL PLAZA • ORANGETOWN, NEW YORK 10962

Telephone: 212/421-3600  
 Telephone: 415/654-8615  
 Telephone: 404/458-9211  
 Telephone: 312/298-5580  
 Telephone: 914/359-8111

BOOK: 514 PAGE: 603

LEASE NO. 71031-0

FULL LEGAL NAME AND ADDRESS OF "LESSEE"

FLEET BUSINESS SCHOOL, Inc.  
 1939 Lincoln Drive  
 Annapolis, MD 21401

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

UNITED VENDING SYSTEMS  
 11-01 King Street 5th Floor  
 Alexandria, VA 22314

NAME AND TITLE OF PERSON TO CONTACT:

QUANTITY	DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION.
EQUIPMENT LEASED	
1	5000 Series Snack Unit
1	Soda-Juice Combo
1	Cold Visa Vend
1	Mini Hot Beverage
1	Mini Cold Beverage

(IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE)

LOCATION OF EQUIPMENT: STREET ADDRESS

CITY

COUNTY

STATE

FOR INITIAL TERM OF THIS LEASE				AFTER INITIAL TERM	
AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	INITIAL TERM OF LEASE (NO. OF MONTHS)	ADVANCE RENT	RENEWAL RENT
\$ 796.52 <small>(PLUS SALES TAX, IF APPLICABLE)</small>	48	\$ <small>(PLUS SALES TAX, IF APPLICABLE)</small>	48	\$ 2,389.56 <small>(EXCLUSIVE OF ANY SALES TAX)</small>	\$ <small>PAYABLE ANNUALLY IN ADVANCE (PLUS ANY SALES TAX)</small>

Terms and Conditions of Lease

- Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above and in any schedule made part hereof (herein called "equipment") which Lessee warrants shall be used for commercial purposes only and not for any farming purpose.
- Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above and agrees upon written acceptance hereof, signed at Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms, provisions and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment upon delivery, and hereby authorizes Lessor to add to this lease the serial number of each item of equipment so delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.
- As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above are based on the estimated cost to Lessor and shall each be adjusted proportionally if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or measured by the rent payments. If Actual Cost differs from the estimated cost by more than ten percent thereof, Lessor at its option, may terminate this lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery there shall occur any event of default hereunder, Lessee shall be liable for Lessor's damages occasioned thereby, which for purposes of this paragraph only, it is agreed shall be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.
- The initial term of this lease commences upon the acceptance hereof by Lessor and ends upon the expiration of the number of months specified above (for the initial lease term) after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, or whichever is earlier.
- Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor. Notwithstanding the foregoing, Lessor itself makes no express nor implied nor statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or unfitness of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Lessee agrees that any maintenance service to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessee agrees to pay Lessor a lease documentation charge of \$40.00 upon its acceptance hereof.
- Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein. The first rent payment and any advance rent shall be due upon execution of this lease by Lessee, any deposit or acceptance of such sum by Lessor shall not be deemed acceptance of this lease. In no event shall the first rent payment or advance rent be refunded to Lessee. The second rent payment shall be due and payable one month after the rent commencement date and subsequent rent payments for the initial term shall continue on the same date of each successive month thereafter until the Total Rent and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its address set forth herein.

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease.

THE EQUIPMENT IS LEASED HEREUNDER AS-IS, AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE.

ACCEPTED AT: Orangetown  
 DATE: 6/17/87  
 LESSOR:   
**LEASING SERVICE CORPORATION**  
 BY: V. Sobotta  
VICE PRESIDENT

DATE EXECUTED BY LESSEE:  
 LESSEE: Fleet Business School, Inc.  
FULL LEGAL NAME  
 BY: Jessie Brown Peers  
AUTHORIZED SIGNATURE TITLE  
 BY: \_\_\_\_\_  
AUTHORIZED SIGNATURE TITLE

LEASE ORIGINAL

100-514-0000

for the state where accepted by Lessor or as otherwise directed by Lessor in writing. Should Lessor pay for or on account of the equipment any sums more than thirty days prior to the commencement date, Lessee will pay Lessor as additional rent along with the first rent payment due after the rent commencement date an amount equal to 115% of such sums paid for each day from the date of payment to the rent commencement date, except where such additional rent would not be permitted by applicable law in which event said additional rent shall be the maximum permitted by law.

7. Lessor may, but shall not be obligated, to apply any advance rent toward during any default of Lessee hereunder, in which event Lessee shall promptly return the advance rent to the full amount specified herein. Any advance rent shall be held by Lessor without charge nor interest and may be applied by Lessor in its sole discretion against the unpaid installment due hereunder in the inverse order of their respective maturities, but Lessor shall not be obligated to do so.

8. If, upon the expiration of the original or any renewal term hereof, Lessee is not then and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least sixty days prior to the expiration of the initial or any renewal term, and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, Lessor may not be obligated to renew this lease for the original or any renewal term hereof, that if Lessee fails to return the equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease for the initial term. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms. Lessor is hereby authorized to file one or more financing statements or a reproduction thereof as a financing statement.

9. Unless Lessee gives Lessor written notice of each defect or other proper objection to an item of equipment within three business days after receipt thereof, it shall be conclusively presumed, as between Lessee and Lessor, that the item was delivered in good repair and that Lessee accepts it as an item of equipment described in this lease. Lessee warrants and represents that no item of equipment has been delivered to Lessee prior to the date of Lessor's acceptance hereof, which shall be deemed the date of this lease. Lessee warrants and Lessor a delivery/installation receipt (Lessor's form) for each and every item immediately upon Lessor's request. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content.

10. Lessee shall use equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance. The equipment shall be delivered and thereafter kept at the location specified above or, if none is specified, at Lessee's address as set forth above, and shall not be removed therefrom without Lessor's prior written consent.

11. If Lessor supplies Lessee with labels stating that equipment is owned by Lessor, Lessee shall affix and keep same in a prominent place on each item of equipment. Lessor is hereby authorized to file one or more financing statements and may sign same as agent and attorney in fact for Lessee. Lessee, at its expense, shall keep equipment in good repair and furnish all parts, mechanisms and devices required therefor. Lessee shall not make any alterations, additions or improvements to equipment without Lessor's prior written consent. All additions and improvements made to equipment shall belong to Lessor. Upon the expiration or earlier termination of this lease, Lessee, at its sole expense, shall return equipment in good repair, including wear and tear resulting from proper use thereof alone excepted, by delivering it to such place as Lessor may specify. If Lessor, for any reason, does not receive the equipment immediately upon the expiration of the term hereof and there is no renewal under section 8 hereof, Lessor will receive as use and occupancy of the equipment or any portion thereof for each month or portion thereof, between the date of expiration and the date of return of equipment, an amount equal to 150% of the monthly rent specified for the initial lease term and the provisions hereof shall remain in effect and bind Lessee until such return of equipment.

12. Lessee shall bear the entire risk of loss, theft, damage or destruction of equipment from any cause whatever, and no loss, theft, damage or destruction of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. In the event of damage to any item of equipment, Lessee shall immediately place same in good repair, if Lessor determines that any item of equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor shall (a) replace same with like equipment in good repair, if or (b) pay Lessor in cash all of the following (i) all amounts then due and payable by Lessee to Lessor under this lease (ii) an amount equal to twenty percent of the cost of said item and (iii) the unpaid balance of the Total Rent for the initial term of this lease attributable to said item. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may then have in said item, in its then condition and location, without warranty, expressed or implied. The parties hereto agree that the sum of the amounts numbered (i) and (ii) equals the fair value of said item on the date of such loss, theft, damage or destruction.

13. Lessee shall provide and maintain insurance against loss, theft, damage or destruction of equipment in an amount acceptable to Lessor but not less than the Total Rent payable hereunder, with loss payable to Lessor. Each policy shall be delivered to Lessor and shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission or neglect of Lessee. Lessor may apply the proceeds of said insurance to replace or repair equipment and/or to satisfy, in whole or in part, Lessee's obligations to Lessor. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any of said insurance. Lessor may at any time, with or without exercising any of the rights or remedies available to it and without prior notice or demand to Lessee, appropriate and apply toward the payment of any of Lessee's obligations to Lessor any and all monies due to Lessee or otherwise payable to Lessee for or on account of Lessee, including checks coming into Lessor's possession and belonging or owing to Lessee and for such purposes, endorse Lessee's name on any such instrument made payable to Lessee for deposit or negotiation, discount or collection. Such applications may be made and/or any monies paid to Lessor may be applied and/or previous application changed to apply, without notice to Lessee, partly or entirely to any of Lessee's obligations to Lessor arising hereunder or otherwise as Lessor in its sole discretion may elect. If Lessee fails to procure and maintain insurance as herein provided or to pay any charges or taxes, Lessor shall have the right, but shall not be obligated to effect such insurance and/or pay such charges and taxes, and Lessee shall repay Lessor the cost thereof as additional rent hereunder with the next payment of rent. Lessee shall also provide and maintain paid public liability (personal injury and property damage) insurance, naming Lessor as additional insured.

14. Lessee shall hold harmless and indemnify Lessor against any and all claims, actions, proceedings, expenses, attorney fees, damages and liabilities, arising in connection with the equipment, its manufacture, selection, purchase, delivery, possession, ownership, leasing, letting, control, maintenance, delivery, use, operation and/or return and the recovery of claims under insurance policies thereon. Lessee shall pay promptly when due all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, leasing, renting, sale, purchase, possession or use of equipment, and shall save Lessor harmless against any actual or asserted violations and all other obligations of Lessee to Lessor, including charges of every kind in connection therewith or arising therefrom. The obligations of Lessee shall survive the termination of this agreement in any jurisdiction where the Uniform Commercial Code is in effect. Lessee grants to Lessor a security interest in any and all goods, chattels, fixtures, furniture, equipment, assets, accounts receivable, contract rights, general intangibles and property of every kind wherever located, now and/or hereafter belonging to Lessee and in which Lessee has any interest and proceeds thereof, and agrees that any security interest created by this agreement secures any and all obligations of Lessee and those of any affiliate of Lessee to Lessor and to any affiliate of Lessor, whether now or hereafter, whether now in existence and/or to come into existence and whether initially owing to Lessor or acquired by Lessor through one or more assignments.

15. Without Lessor's prior written consent, Lessee shall not assign, transfer, pledge, hypothecate or otherwise dispose of this lease or of any interest therein, or of any part thereof, or of any part thereof, or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor and its assignee may assign this lease and/or the equipment in which assignment and agree to pay the balance of Total Rent to any assignee and not to assignee. Lessee shall pay to Lessor a charge of 15% of the Total Rent for the assignment of this lease. Subject to the foregoing, this lease inures to the benefit of and is binding upon the heirs, legal personal representatives, survivors, successors and assigns of the parties hereto.

16. Should Lessee fail to pay when due any part of the rent hereon reserved or any other sum required to be paid to Lessor by Lessee, Lessee shall pay to Lessor a charge of 15% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorney fees. Lessee hereby irrevocably authorizes any attorney or any court of record to appear for and confess judgment against Lessee in respect to any and all issues of fact where such action is not permitted by law, for all unpaid amounts due hereunder, plus expenses and 15% added for attorney fees, without stay of execution, and Lessee hereby waives the issue of process, all rights of appeal and relief from any and all appraisement, stay or exemption laws then in force.

17. If Lessee fails to pay when due any rent or other amount hereon provided when due, or if Lessee fails to perform any other provision hereof within five (5) days after Lessor shall have demanded in writing performance thereof, or if any proceeding in bankruptcy, receivership, liquidation or insolvency be commenced by or against Lessee or any of its property, or if Lessee makes any assignment for the benefit of its creditors, or if Lessee is in default under any other lease or agreement hereof or hereafter held by Lessor, any one or more of the foregoing being a default hereunder, then, and to the extent permitted by applicable law, the full amount of Total Rent then unpaid hereunder and all other obligations of Lessee to Lessor shall become due and payable forthwith at the election of Lessor and Lessor may, at its option, (A) without notice or demand and without legal process, take possession of equipment in Lessee's possession and make it available to Lessor at such place as Lessor may designate, whereupon all rights of Lessee in equipment shall terminate absolutely and Lessee shall not be released from its obligations under this agreement until the full amount of unpaid Total Rent and all other sums payable hereunder have been paid in full and Lessor may retain all payments of rent and (B) retain the equipment or (C) sell the equipment (including net proceeds of such sale less 20% of the Actual Cost to the unpaid balance of Total Rent) or (D) attempt to release the equipment and attempt to release the equipment (including net proceeds of such sale less 20% of the Actual Cost to the unpaid balance of Total Rent) or (E) retain all payments of rent and (F) pursue any other remedy at law or equity. All remedies are cumulative and may, to the extent permitted by law, be exercised concurrently or separately and Lessee shall be liable for the full performance of all its obligations hereunder. In addition to the foregoing, Lessee may take, including taking possession of any or all of equipment, Lessee shall remain collection efforts, incurred by Lessor in exercising any of its rights or remedies hereunder, LESSEE AND LESSOR HEREBY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION BASED HEREON OR ARISING HEREUNDER.

18. All notices in writing hereof shall be in writing and delivered in person to an address of the party to which such notice is being given or mailed by certified mail to such party at its address specified above or at such other address as may hereafter be specified by like notice to either party to the other. If more than one lessee is named in this lease, the liability of each hereunder shall be joint and several.

19. The equipment is and shall remain the property of Lessor. Lessee, at its expense, shall protect and defend the title of Lessor. Lessee shall at all times keep equipment free and clear from all liens, attachments, levies, encumbrances and charges in legal process. Lessee shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee shall have no right, title or interest in or to equipment, except as expressly set forth in this lease, nor shall Lessee have any equity not be deemed to develop any equity in the equipment by virtue of this agreement or any payment made by Lessee or otherwise. Lessee's interest in the equipment being that one Lessee only. This equipment shall remain personal property, even though installed in or attached to real property. No invoice issued prior to complete performance of this lease shall operate to pass title to Lessee. All equipment and any proceeds thereof, accessories, parts and replacement for or which are added to or become attached to equipment shall immediately become the property of Lessor and shall be deemed incorporated in equipment and but not to the terms of this lease as if originally leased hereunder. Any part of the consideration for each of the parties hereto to enter into this lease, each party hereto, Lessor and Lessee, and any guarantors signing hereunder, heretofore or hereafter, shall be deemed to be a part of the consideration for each of the parties. New York, New York and C.A. Credit Corp., New York, New York, or either of them, as each of such party's true and lawful attorney-in-fact and agent for each of such party and in each party's name, place and stead to accept service of any process within the State of New York, the party signing any such action, agreeing to notify the other party at its address shown hereon or their last known address, by certified mail, within three days of such service having been effected and such parties and any guarantors do hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder, that the date or that any provision hereof is in conflict with any statute or rule of law of any jurisdiction, then, wherever it may be sought to be enforced, then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof.

20. This instrument constitutes the entire agreement between Lessor and Lessee. No agent or employee of the supplier is authorized to bind Lessor to this lease, to waive or alter any term or condition printed herein or add any provision hereof. Except as provided in section 9 hereof, a provision may be added hereto by a provision which may be added or varied only by a writing signed by an authorized officer of Lessor. Waiver by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other instance.

**GUARANTORS SIGN HERE:**  
 The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled is hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of equipment, whether or not such constitutes and election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed.

(Guarantor) (L.S.) (Guarantor) (L.S.)  
 (Guarantor) (L.S.) (Guarantor) (L.S.)

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 496 Page No. 347  
Identification No. 261097 Dated April 2, 1986

1. Debtor(s) { PALMER DESIGNS, INC.  
Name or Names—Print or Type  
1360 ritchie Highway Arnold, Maryland 21012  
Address—Street No., City - County State Zip Code

2. Secured Party { BALTIMORE FEDERAL FINANCIAL, F.S.A.  
Name or Names—Print or Type  
300 East Lombard Street Baltimore, Maryland 21202  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  TERMINATION</p>

10.00  
.50  
2072 0345 401 11425  
JUL 20 87  
CK

Dated: June 26, 1987 BALTIMORE FEDERAL FINANCIAL, F.S.A.

By: M. Louise Schultz  
Name of Secured Party  
Signature of Secured Party

M. Louise Schultz, Vice President  
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

Troese Title Services of Annapolis, Inc.  
2083 West Street  
Suite 5G  
Annapolis, Maryland 21401

15.50



MARYLAND NATIONAL BANK  
We want you to grow.<sup>™</sup>

208000

FINANCING STATEMENT

- 1  To Be Recorded in the Land Records at \_\_\_\_\_
- 2  To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3  Not subject to Recordation Tax
- 4  Subject to Recordation Tax on an initial debt in the principal amount of \$ 45,000.00 The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

5 Debtor(s) Name(s) Address(es)  
 Eastern Petroleum Corporation 33 Hudson Street  
 Annapolis, Maryland 21401

6 Secured Party Address  
 Maryland National Bank 1713 West Street  
 Attention: Janice B. Marcellas Annapolis, Maryland 21401

RECORD FEE 11.00  
 STATE TAX 35.00  
 COUNTY TAX 20.00  
 TOTAL 66.00  
 JUL 29 1983  
 CK

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property

- N/A Inventory: All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof
- N/A Contract Rights: All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof
- N/A Accounts: All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account, and all cash and non-cash proceeds and products of all such goods
- N/A General Intangibles: All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof
- N/A Chattel Paper: All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof
- N/A All Equipment: All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof
- N/A Specific Equipment: All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof
- N/A Other: All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof
- N/A All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference

EASTERN PETROLEUM CORPORATION

J. Kent McNew (Seal)  
 J. Kent McNew, President

Secured Party  
Maryland National Bank

Janice B. Marcellas (Seal)  
 Janice B. Marcellas, Manager &  
 Type name and title Assistant Vice President

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

11  
315.50



This Schedule A is attached to and made a part of Security Agreement dated May 26, 1957 between Maryland National Bank and Eastern Petroleum Corporation.

1. (4) # R261-1 Manufactured, Dual One pressure suction pumps, mounted serial # KR4422, KR4424, KR4432, KR4446
2. (1) Magnum Building Systems 23' x 33' single-column canopy with 3' cargo bronze decor wall fascia and four (4) 400 watt super halide lights

**END  
LIBER**